



**PURCHASE ORDER
TERMS AND
CONDITIONS**

1. General Terms and Conditions

For the purpose of these Purchase Order Terms and Conditions, any reference to “Redpath” shall mean the Redpath entity identified on the cover page of the Purchase Order.

Application and Priority:

- (a) Where a purchase order (“PO”) is made pursuant to a framework supply agreement between the Vendor and Redpath (collectively, the “Parties”) for the supply of goods, products, or commodities (the “Goods”), and or services (the “Services”), these terms and conditions (the “PO Terms”) shall govern with respect to the supply of the Goods or Services described on the PO. Except to the extent of any conflict with the terms and conditions of the framework supply agreement or other similar Services agreement (in which case the terms and conditions of the framework supply or Services agreement shall govern).
- (b) Where the Parties have agreed to specified terms and conditions that will govern the supply to Redpath by Vendor of any and all Goods that may be purchased from time-to-time, such specified terms and conditions shall govern with respect to the supply of the Goods described on the Form, and these PO Terms will not apply. In the event of a conflict between provisions appearing on the Form, any supplemental agreement between the Parties (the “Supplementary Conditions”), and these PO Terms, the provisions on the Form and any Supplementary Conditions shall prevail and take priority over these PO Terms to the extent of the conflict.

CODE OF CONDUCT: All Vendors supplying any Goods or Services to Redpath are required to adhere to the Code of Conduct and the Redpath Partners Code of Conduct (collectively, the “Codes of Conduct”), which are located at the following web-sites respectively

https://www.redpathmining.com/uploads/documents/images/Pages/Code%20of%20Conduct/Code%20of%20Conduct%202023_ENG_Digital_AC.pdf and https://www.redpathmining.com/uploads/2025-content/supplier-portal-rusac/Redpath%20Partners%20Code%20of%20Conduct_ENG_AC.pdf. Each Vendor acknowledges and agrees that the Codes of Conduct are material terms required to be complied with in order to conduct business with Redpath. By accepting this PO from Redpath, the Vendor acknowledges that it has reviewed the Codes of Conduct as currently available at the above-referenced links and as may be modified from time to time, and confirms that the Vendor’s current practices are, at the very minimum, aligned with those Redpath policies. Should, under any review or audit of the Vendor’s current practices, it be revealed, that the Vendor’s practices do not adhere to at least the minimum standards set out in the Codes of Conduct, Redpath may, with no other obligation to the Vendor regardless of any consequences that may ensue, immediately terminate the PO and any other existing agreement with the Vendor. In the event of such a finding, the Vendor shall be held fully accountable for the consequences of such termination and as such Redpath and its affiliates, directors, officers, employees, agents, assigns, and subsidiaries (collectively, the “Redpath Parties”) shall be fully indemnified and held harmless by the Vendor for any alleged damages, costs, or expenses.

ACCEPTANCE: Upon receipt of the PO, the Vendor or its duly authorized agent shall review and accept the PO in the Oracle Vendor Portal (“Oracle”), and such action shall constitute the Vendor’s acceptance of all PO Terms. Failing such acknowledgement, the method of acceptance of the PO shall be by the Vendor shipping to Redpath the Goods and/or commencing performance of the Services, and upon the Vendor so shipping the Goods or so commencing performance of the Services there shall be a binding contract for the purchase and sale of the Goods and/or the performance of the Services upon the PO Terms.

CONFLICT WITH VENDOR’S TERMS: The PO Terms shall override any terms or conditions which have been or in the future are stipulated or referred to by the Vendor, whether in the Vendor’s bid or proposal, acknowledgement or otherwise, unless such terms or conditions are expressly accepted in writing by Redpath. Without limiting the generality of the foregoing, Redpath should not be considered to have accepted any terms or conditions stipulated or referred to by the Vendor, by Redpath taking delivery of or accepting any of the Goods or the Services.

MODIFICATIONS AND/OR REVISIONS: The PO Terms shall constitute the entire agreement between the Vendor and Redpath with respect to the Goods and/or Services. No revision or modification of the PO Terms including, without limitation, price

increases or substitutions, shall be binding on Redpath unless such revision or modification is expressly accepted in writing by Redpath.

ASSIGNMENT AND SUBCONTRACTING: The Vendor shall not be entitled to assign or subcontract all or any part of the work contemplated by the PO without the prior written consent of Redpath, which consent may be arbitrarily withheld. If subcontracting is permitted by Redpath, any approved subcontractor shall adhere to the same PO Terms. The Vendor shall be fully liable for all acts, errors, omissions, and defaults of any subcontractor and its employees and such acts and omissions shall be deemed to be acts and omissions of the Vendor. Redpath shall be entitled to assign the PO on providing notice thereof in writing to the Vendor. The Vendor is an independent contractor, and unless authorized by Redpath in writing, shall not hold itself out as Redpath agent or representative.

REPRESENTATIONS AND WARRANTIES: The Vendor represents and warrants to Redpath that all Goods and/or Services delivered by the Vendor to Redpath at the Ship to Point as defined on the PO shall:

- (a) be free and clear of any and all liens, charges or encumbrances;
- (b) not infringe the intellectual property rights of any person;
- (c) comply with all applicable laws, ordinances, permits, licenses, registrations, rules and regulations

(including, without limitation, any applicable transportation of dangerous goods, occupational health and safety legislation, environmental protection, labour law, and professional licensing requirements).

- (a) conform to the requirements and specifications in the PO;
- (b) comply with nationally or internationally recognized standards and codes;
- (c) be fit and sufficient for their intended purpose, if such purpose is communicated to the Vendor by Redpath and if no such purpose is communicated, for their usual purpose; and
- (d) be of merchantable quality, of good and new material and workmanship and free from defects (including latent defects) of design, material, quality and title.

The Vendor warrants to Redpath that all Services provided shall:

- (a) be performed in a first class, skillful, diligent and professional manner in accordance with the best industry practices for similar services and fit sufficient for the intended purposes;
- (b) Ensure that its personnel are appropriately qualified, trained, and experienced to perform the Services and shall do so in accordance with applicable industry standards.

The warranties set out by the Vendor above shall apply to the Goods and/ or Services for a period that is the lesser of (a) twenty four (24) months from the Delivery Date, and (b) twelve (12) months from the date that, in the case of Goods, are used or put into operation by Redpath and in the case of Services, the Services are completed.

If the Vendor fails to replace, repair or correct any defect in the Goods or Services within fourteen (14) days following written notice from Redpath to the Vendor to do so or within such other time period agreed to in writing by the parties, Redpath reserves the right to make the necessary repairs or corrections, replace the Goods or rectify any deficient Services, at the sole expense of the Vendor. The Vendor shall remedy, at its own expense, without delay and in a manner satisfactory to Redpath, any other damage caused as a result of such defective Goods or Services.

Transfer of Title and Risk: Title and the risk of loss or damage to the Goods shall pass to Redpath upon the delivery ("Delivery") of the Goods to the Delivery Point as defined on the PO, provided that where progress or instalment payments are made prior to Delivery, shall have title to the work in progress and to the materials incorporated therein but risk of loss or damage shall remain with the Vendor until Delivery is affected.

Price, Invoicing and Payment:

(A) Redpath shall pay the Vendor the price/s as identified on the PO or in the executed Agreement between the Parties as the case may be for the Goods and or Services as shown on the PO. The Price is inclusive of all costs, taxes, tariffs, and interest incurred by the Vendor in the manufacturing and supply of the Goods and or Services, including without limitation all charges

for handling, packing, storage, transportation and drayage of the Goods, or materials equipment or consumables required to perform the Services and may not be increased due to surcharges, tariffs, or escalation or otherwise, except with Redpath's express written consent, which may be withheld in Redpath's sole discretion. Unless otherwise specified on the Form, upon or following Delivery, the Vendor shall furnish Redpath with a proper invoices for the Goods and/ or Services delivered, in accordance with the Provincial construction act legislation applicable to the Province in which the Goods are being delivered or the Services performed (the "Construction Act Legislation"), and including all prescribed information necessary to allow Redpath to recover for any taxes charged on the Goods and/or Services from the appropriate governmental authority. Redpath shall, subject to its rights to withhold or set off any amount owed to it by the Vendor, pay the amount owing to the Vendor within thirty (30) days following receipt of a proper invoice. If Redpath disputes any portion of an invoice, Redpath may withhold the disputed amount without penalty and will notify the Vendor of the dispute, providing sufficient details. The undisputed portion of the invoice shall remain payable under the original terms of the PO.

(B) The Vendor shall be solely responsible for collecting and remitting any taxes or tariffs and shall indemnify Redpath and Hold Redpath harmless from any failure by the vendor to timely and properly collect and remit any taxes or tariffs. Where Redpath provides the Vendor with a valid purchase exemption certificate or tax registration number in respect of any applicable taxes, the Vendor agrees not to collect the taxes.

INVOICES: The Vendor shall submit all invoices electronically using Oracle. Paper, fax, e-mail invoices and statements are not required.

TERMS OF PAYMENT: The Payment terms are stated on the PO. Any deviation from those payment terms requires a revised PO.

TERMINATION: Redpath may, in its sole discretion, terminate this Agreement with or without cause at any time by giving thirty (30) days' prior written notice of termination to the Vendor. In the event of such termination, Redpath shall compensate the Vendor for all Services performed or Goods delivered up to the effective termination date, provided such Services, Good, or Products comply with the terms of this PO.

SUSPENSION OF DELIVERY OR PERFORMANCE: Redpath may require the Vendor to suspend delivery of Goods or Products or performance of Services if any cause beyond Redpath's control should interfere with Redpath receiving, storing, using, requiring or acquiring the Goods and/or Services required by the PO. The delivery and/or performance shall be resumed by the Vendor within a reasonable time after Redpath advises the Vendor to proceed.

FORCE MAJEURE: If, as a result of any cause beyond the reasonable control of a Party to the PO, which such Party could not have avoided by the exercise of reasonable diligence and at reasonable cost, and which does not result from such Party's inability to pay or other financial circumstances (a "Force Majeure Event"), such Party is prevented from carrying out any of its obligations hereunder the obligations of such Party that are affected shall be suspended insofar and for as long as they are affected by the Force Majeure Event, provided that the affected Party has taken all reasonable steps to mitigate the impact of the Force Majeure Event. The party claiming the Force Majeure Event shall immediately notify the other party of the Force Majeure Event and shall, if it is reasonably able to do so, promptly and diligently remedy the cause and effect of such Force Majeure Event. If a Force Majeure Event persists for a period of more than thirty (30) days, or if two (2) or more Force Majeure Events persist in the aggregate for more than sixty (60) days, then Redpath shall have the right to terminate this PO, in which case Redpath shall have no liability resulting from the termination.

INSPECTION: Redpath and its representatives shall at all times have access to the site at which the Vendor is performing its obligations under this PO. The Vendor shall provide proper facilities for inspection. Any inspection made by Redpath during or after performance by the Vendor does not constitute acceptance of the goods or of any obligation of the Vendor.

PATENTS, TRADEMARKS, AND OTHER PROPRIETARY RIGHTS: The Vendor, in accepting this PO, agrees to defend and hold harmless at its own expense, but in consultation with Redpath any suit or proceeding arising from the claims from infringement of patent or other proprietary rights in connection with Redpath's use of the whole or an part of the Goods or Services covered by this PO (an "Infringement Claim"). The Vendor also agrees to pay all damages or awards assessed through such infringement Claim, and in case Redpath is not permitted to continue use of the Goods or Services as a result of an Infringement Claim. The Vendor will disclose to Redpath and will transfer to Redpath all rights to the manufacturing process and techniques which are or

have been developed by the Vendor or by the Vendor and Redpath and which relate to confidential information disclosed by Redpath as a result of the performance relating to this PO.

Confidential Treatment of Technical Information: All materials, documents, drawings, specifications and other information obtained by the Vendor (the “Confidential Information”), directly or indirectly, from Redpath in connection with this PO are the property of Redpath and shall be used solely for the purposes of fulfilling obligations under this PO. The Vendor shall implement safeguards to prevent unauthorized access or disclosure of the Confidential Information and promptly notify Redpath in the event of any unauthorized access or disclosure of the Confidential Information, which shall be immediately returned to Redpath upon request. Supplier shall not advertise nor issue any information, publication or article for publication or media release or other publicity relating to this PO, the supply of the Goods, Services, or Redpath’s business and activities without the prior written approval of Redpath, which approval may be withheld in Redpath’s sole discretion.

Assignment of Created Intellectual Property Rights: The Vendor agrees to assign to Redpath absolutely, for the full duration thereof and throughout the world, all of the Vendor’s rights, title and interest in Intellectual Property made by or on behalf of the Vendor during, in connection with or arising out of the performance of its obligations under this PO (the “Created Intellectual Property”) on its creation, and to cause any other person, including any party affiliated with the Vendor involved in the development or creation of any Created Intellectual Property, to assign to Redpath absolutely, for the full duration thereof and throughout the world, all of such person’s rights, title and interest in such Created Intellectual Property. The Vendor undertakes, on request, to do all things and sign all documents necessary to assign the aforementioned rights, title and interest to Redpath and take all steps necessary to record such assignment at any office responsible for the registration of the Created Intellectual Property rights. If the rights, title and interest of any of the Created Intellectual Property are not capable of being assigned to Redpath, the Vendor undertakes, on request, to do all things and sign all documents necessary to ensure that Redpath is granted an irrevocable and unlimited royalty-free license to use the Created Intellectual Property for the full duration of the rights and throughout the world. In the event of assignment, Redpath grants the Vendor a non-exclusive licence to use the Created Intellectual Property only for the performance of its obligations pursuant to this PO. The Vendor will obtain and provide unconditional and irrevocable assignments or waivers, where applicable, of all moral rights of all authors of any copyright work included in the Created Intellectual Property in favor of Redpath, to the extent permitted by law, whether in Canada or anywhere else in the world. The Vendor agrees that all Created Intellectual Property of the Redpath parties, shall remain the exclusive property of the Redpath Parties, as the case may be, and that nothing in this PO or in the delivery of the Goods or Services grants to the Vendor or any parties affiliated with the Vendor or any other person any right in such Created Intellectual Property, except as expressly stated herein.

INDEMNITY: The Vendor agrees to protect, defend, reimburse, indemnify and hold Redpath Parties harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character made, incurred, sustained, or initiated by any party hereto, any government agency or any other party whomsoever (“Claims”) arising out of, incident to, or in connection with this PO, including claims related to intellectual property infringement, bodily injury, property damage, or breach of applicable laws, whether those claims or demands are made by third parties or persons employed or engaged or in connection with the Vendor’s performance. The Vendor shall compensate Redpath for any damages done to its property arising out of or in connection with the performance of this PO.

GOVERNING LAW: The PO shall be governed and interpreted in accordance with the laws (but excluding the law of conflict) of the province of Ontario and the federal laws of Canada applicable therein. Any proceedings arising from or in relation to the PO shall be brought in the courts of Ontario, for avoidance of doubt, the Vendor agrees that this provision applies regardless of the Vendor’s location and the Vendor hereby irrevocably attorns to the jurisdiction of the courts of Ontario and waives any objection to such venue and jurisdiction.

Other Obligations of Supplier: The Vendor covenants that it will, in carrying out its obligations under this PO: (a) comply with all laws (including, without limitation, with respect to the environment, health and safety (including packaging) and transportation of goods) and industry standards in the manufacturing, supply and Delivery of the Goods and Services; (b) obtain and maintain all licenses, permits and approvals necessary for the manufacturing, supply and Delivery of the Goods and Services to Redpath; (c) promptly bring to Redpath’s attention any information that is likely to impact adversely on the supply of Goods, and Services including the timing of Deliveries; and (d) not, under any circumstances, substitute goods, products, or services of a different

specification, design, manufacture, model or manufacturer for the Goods and Services without having first received the express written consent of Redpath, which consent may be withheld in Redpath's sole and absolute discretion.

UNAUTHORIZED USE OF NAME: The Vendor shall not, without Redpath's prior written approval, make any statement or publish or release to any other person, any photograph, advertisement, testimonial, letter or recommendation, or approval of any other document or written matter which might imply Redpath's approval of the Goods and Services, actions, or performance of the Vendor.

RESPONSIBILITY FOR PROPERTY: If this order permits or requires any property of Redpath to be in the care, custody or control of the Vendor, the Vendor shall be responsible for all loss and damage to the property and shall return it to Redpath in at least as good condition as when it was received by the Vendor. The property shall be deemed to be in the custody of the Vendor from the time it is delivered to the Vendor until it is returned to and accepted by Redpath.

General Matters: The Vendor is an independent contractor and the relationship between Redpath and the Vendor under this PO does not constitute nor may it be constructed as constituting a fiduciary relationship, a joint venture, contract of agency, partnership or employment. The Vendor shall not represent or allow itself to be represented as an employee or agent of Redpath.

2. Packing, Shipping, and Delivery

SHIPPING DOCUMENTS: All boxes, cases, crates, drums, packages, reels, pallets, bundles, or other, similar related items for shipping Goods, Equipment, or Services, shall be marked with the Order Number. The Vendor shall enclose, with each container or shipping unit, packing slips detailing the contents together with the Vendor's name and the Order Number.

PACKING: No charge will be allowed for tarping, special handling charges, boxing, packing and crating or for cases, packages, drums, reels, pallets and boxes unless so specified on the face of this order.

SHIPPING: The Vendor shall deliver the Goods, equipment, materials or Services to the Ship to Point on the Delivery Date as indicated on the PO. If this order specifies a method of shipping, carrier or route, no deviations from those items may be made without Redpath's prior written approval. The Vendor shall be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method, carrier or route.

CUSTOMS DOCUMENTS: If the Vendor makes shipment of any of the Goods, Services, or equipment from outside of Canada, the Vendor must prepare and execute all documents required by Canadian authorities and promptly deliver same to Redpath or Redpath's designated import broker in order to facilitate customs clearance.

COMPLIANCE WITH LAWS: The delivery of all Goods and the performance of all Services provided hereunder by the Vendor shall comply with all applicable laws and regulations in force at the time of delivery and/or performance. The Vendor shall obtain all necessary permits and/or licences for the delivery of the Goods or equipment, and/or the performance of the Services.

3. Services:

SITE WORK: When any aspect of the PO involves attendance at or the performance of Services at Redpath's facilities (the "Facilities"), the following provisions shall apply in addition to the PO Terms:

- (a) The Vendor shall engage and pay for sufficiently skilled personnel in the appropriate disciplines to perform those functions necessary to carry out the Services (the "Vendor Personnel").
- (b) RCL reserves the right to instruct the Vendor, at its own expense, to remove any of the Vendor Personnel the performance of whom is not in accordance with the requirements of these PO Terms in the sole discretion of Redpath.
- (c) The Vendor shall comply with all policies, procedures, rules and all safety and security regulations imposed by Redpath. It is the responsibility of the Vendor to ensure that its agents, employees, subcontractors, and suppliers comply with all such policies, procedures, rules and regulations. The Vendor will:
 - (a.) if requested by Redpath, undertake criminal record checks on any Vendor personnel involved in performing the Services; and maintain records, including any criminal record checks, for vendor personnel

involved in performing the Services and, upon the request of Redpath but subject to compliance with applicable laws and regulations, disclose such records to Redpath. The Vendor shall be responsible for obtaining any and all necessary legal consents to provide the criminal record checks requested by Redpath, and shall retain such consents for inspection by Redpath, at its request. Redpath shall use the information obtained by way of any criminal record check solely for the purposes of determining whether the applicable Vendor personnel or subcontractor will be permitted to perform and/or continue to perform the Services pursuant to this Agreement, at its sole discretion, and for no other purpose. Redpath may notify the Vendor when any Vendor personnel, in the opinion of Redpath, is incompetent, disorderly, has refused to carry out the provisions of the PO, has failed to comply with policies of the Facilities, or is otherwise unsatisfactory. Upon receipt of such notice, the Vendor shall at its own expense immediately arrange for the removal of such personnel from the Facilities and performance of the Services, and the Vendor shall not permit such personnel to return to the Facilities or performance of the Services nor to work for the Vendor at any other facilities of Redpath without the written consent of Redpath. The cost of such removal of any such personnel from the Facilities will be borne by the Vendor.

- (d) The Vendor shall indemnify and hold harmless the Redpath Parties against any liability, damage, loss, cost or expense (including all legal costs and disbursements) which the Redpath Parties may incur or suffer as a result of any act or omission of the Vendor, and/or its agents, employees and subcontractors.
- (e) The Vendor shall comply at its own expense with all applicable laws, ordinances, rules, regulations and codes of all authorities having jurisdiction, as well as all provisions of applicable licenses, permits, manuals or policies or other agreements or documents under which Redpath is bound and which relate to the delivery of the Goods or the performance of the Services, including without limitation those which relate to employment and labour, the preservation of public health, occupational health and safety, worker's compensation, construction safety and the environment, and the Vendor shall ensure compliance with the foregoing by its agents, employees and subcontractors.

CONSTRUCTION ACT: If Construction Act Legislation is applicable in respect of the Services being performed:

- (a) All payments made to the Vendor under this PO shall be subject to the withholding of a holdback amount in accordance with the Construction Act Legislation and
- (b) The holdback amount shall be released to the Vendor in accordance with the Construction Act Legislation.

INSURANCE:

General

- (a) If the Vendor is performing Services hereunder, it shall procure and maintain, at its own cost, the insurance policies enumerated in this section. The provisions of this section do not modify or change or abrogate any responsibility of Redpath or the Vendor stated elsewhere in this Agreement. Redpath shall not assume responsibility for the solvency of any insurer or the failure of any insurer to settle any claim. The Vendor shall be responsible for the deductibles under the policies described in this section.
- (b) The Vendor shall provide evidence of obtained policies thereof in a form reasonably satisfactory (including, but not limited to, an original signed copy of the policies) to Redpath upon request.
- (c) Any policies provided by the Vendor shall, to the extent of the Vendor's indemnification obligations contained in this Agreement, name Redpath and any other entity reasonably required by Redpath as additional insureds (except for workers' compensation insurance and automobile liability), and the Vendor, on behalf of itself and its insurers, shall waive all rights of subrogation and recovery against such additional insureds for any loss or damage covered by such insurances to be maintained hereunder, during the Services and thereafter.
- (d) The liability policies of insurance provided by the Vendor shall be endorsed to provide a severability of interests and cross liability clause to the benefit of each additional insured.
- (e) Unless otherwise stated, all insurance limits outlined in this section shall apply solely in respect of the Facilities.

Policies to be Obtained by Vendor

Before any Services are performed under the PO, the Vendor shall, at its sole cost, obtain and maintain in force the following insurance coverages:

- (a) **Third Party Liability Insurance.** The Vendor shall provide third party liability insurance on an occurrence basis, for personal injury, bodily injury and property damage liability, including wrongful death that may arise from any operations of the Vendor hereunder, where such operations are conducted by the Vendor or by anyone for whom the Vendor is in law responsible. The limits of such insurance shall be at least \$1,000,000 per occurrence. The certificates of insurance attesting to this coverage shall indicate that all operations of the Vendor contemplated by this section of the PO are covered under the policy. Such policy shall include but not by way of limitation, cross liability and severability of interest clause, a waiver of rights of subrogation against Redpath, incidental medical malpractice, completed operations for a period of one year, hired automobile liability, employer's liability and/or contingent employer's liability, broad form third party property damage and blanket contractual liability. This policy may contain an aggregate limits clause applying to products and completed operations. This insurance shall be maintained continuously from commencement of the Services by the Vendor or by anyone for whom the Vendor is in law responsible until twelve (12) months following the termination of the Vendor's involvement in the Services. Each such policy shall include Redpath as an additional insured with respect to operations and activities of the Vendor or by anyone for whom the Vendor is in law responsible.
- (b) **Automobile Liability Insurance.** The Vendor or anyone for whom the Vendor is in law responsible shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, automobile liability insurance, including coverage for accident benefits, with a combined property damage and bodily injury limit of liability of the greater of statutory requirements for automobile liability insurance or \$1,000,000 per accident covering all licensed motor vehicles owned, leased, operated or used by the Vendor in connection with the performance of the Services or the delivery of the Goods. The deductible shall not be greater than \$1,000 per accident.
- (c) **All Risks Equipment Insurance.** The Vendor or anyone for whom the Vendor is in law responsible shall provide, maintain and pay for "all risks" contractors equipment insurance covering owned, non-owned and/or leased tools, equipment, supplies, materials and temporary structures required for the provision of Services or the delivery of the Goods, including if applicable boiler and machinery insurance on temporary boilers and pressure vessels. Such insurance shall be in a form acceptable to Redpath and shall not allow subrogation claims by the insurer against the Redpath Parties.
 - (i) The Vendors shall ensure that evidence of coverage is provided by any affiliates, officers, directors, employees, agents and subcontractors of the Vendor (the "Vendor Parties") working at or on the Facilities.
 - (ii) This insurance shall include the following provisions:
 - (A) Policy limit of liability of the greater of \$1,000,000 or the aggregated replacement cost value of all such machinery, equipment and other property; and
 - (B) annual aggregate limits permitted for earthquake coverage and flood coverage, separately; no other policy aggregates permitted.
 - (C) All tools, equipment, supplies materials and temporary structures belonging to the Vendor or anyone for whom the Vendor is in law responsible, or used by the Vendor or anyone for whom the Vendor is in law responsible in the performance of the Services or delivery of the Goods shall be brought to and kept at the Facilities at the cost and risk of the Vendor or such person for whom the Vendor is in law responsible, and Redpath shall not be liable for loss or damage thereto.
- (d) **Workers Compensation Insurance.**
 - (i) The Vendor shall, at its own expense, obtain and maintain, or cause to be obtained and maintained, workers compensation insurance to cover employees of the Vendor Parties in accordance with requirements of the place of work or employment. Such policy shall also include employers' liability insurance with a minimum limit of \$1,000,000 for each and every occurrence applicable to workers that are residents of the province of the place of work. Alternatively, the employers' liability coverage may be included as part of the Third Party Liability coverage described in Section 13.2(a) hereof.
 - (ii) Prior to commencement of the Services or delivery of the Goods, the Vendor or anyone for whom the Vendor is in law responsible working at or on the Facilities shall provide a clearance certificate or letter of

good standing and confirmation that all required assessments have been paid to date to the Vendor from the applicable workers compensation office.

- (e) **Other Insurance Coverage.** Redpath may elect, at its own expense, to obtain and maintain, or cause to be obtained and maintained, any other type, form or amount of insurance which may be required to protect any property or persons associated with the Services or the delivery of the Goods, with respect to risks or exposures that arise, or may arise, out of the particular nature, design or methods used, or intended to be used, in the execution of the Services or the delivery of the Goods.
- (f) The Vendor shall cause its insurance underwriters to issue certificates of insurance (ACCORD form or equivalent) or provide policy copies, as may be requested by Redpath evidencing that the coverages, coverage extensions, policy endorsements and waivers of subrogation required under this section of the PO Terms are maintained in force.
- (g) All insurance policies described in this Section of the PO Terms shall provide primary coverage with respect to the scope of Services without right of contribution of any insurance carried by Redpath. Breach of any of the terms or conditions of the policy, or any negligence or willful act or omission or false representation by an insured, shall not invalidate the insurance with respect to Redpath.
- (h) The insurance limits of liability required by this section of the PO Terms may be obtained via any combination of primary plus umbrella liability and/or excess liability layers if needed.
- (i) Each policy described in this section of the PO Terms shall contain terms and conditions reasonably acceptable to Redpath, shall be issued by insurers rated "A-" or better by A.M. Best or "BBB" or better by S&P or otherwise acceptable to Redpath and shall provide for thirty (30) days (or ten (10) days in the case of cancellation due to non-payment of premiums) prior notice of cancellation, non-renewal or material change to Redpath. The Vendor shall provide to Redpath, certificates evidencing that the coverage is in effect and the payment of premiums is current and, if Redpath so requires, a copy of the policy. If, after the time of placement, the rating of any insurer declines below A.M. Best's "A-" or S&P's "BBB", then the Vendor shall immediately replace that coverage with an insurer that is rated "A-" (Class X) or better by A.M. Best or "BBB" or better by S&P and that replacement policy shall contain, at minimum, the same coverage as the prior policy and any additional cost shall be the responsibility of the Vendor. Any insurance premiums associated with maintaining the standards of insurance required by Redpath hereunder are solely to the account of the Vendor.
- (j) If the insurance described in this section of the PO Terms is not maintained, Redpath shall have the immediate right to procure the required insurance on behalf of the Vendor, and to deduct the cost thereof from any payment or payments due to the Vendor under the PO, but Redpath shall not be under any obligation to do so.
- (k) The minimum limits described in this section of the PO Terms are the minimum amounts that the Vendor is required to carry and in no way do the minimum limits required in this section of the PO Terms relieve the Vendor from any of its obligations under these terms.

Data Processing Agreement (DPA) Clause:

This Purchase Order ("PO") incorporates a Data Processing Agreement ("DPA") between Redpath ("Data Controller") and the Vendor ("Data Processor"), compliant with applicable privacy and data protection laws, including but not limited to the General Data Protection Regulation ("GDPR") and Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA"), collectively referred to as "Applicable Privacy Laws". Both parties recognize that GDPR standards are applied by agreement as a higher standard, notwithstanding their respective geographical locations, unless explicitly prohibited or superseded by applicable local laws.

The Vendor shall process personal data solely for the purposes defined in this PO and strictly in accordance with (a) Applicable Privacy Laws, (b) documented instructions from Redpath, and (c) Redpath's global privacy https://www.redpathmining.com/uploads/documents/Redpath%20Mining%20Inc%20Global%20Privacy%20Policy_ENG_AC.pdf "Personal Data" herein refers to any information relating to an identifiable individual, including but not limited to personal identifiers, contact information, and employment-related details, as specifically required to perform the services outlined herein.

The Data Controller retains full and exclusive control over Personal Data transferred to the Vendor.

The Vendor agrees to implement appropriate technical and organizational measures ensuring the security and confidentiality of Personal Data per Article 32 GDPR and equivalent requirements under Applicable Privacy Laws. Minimum measures include encryption, access controls, anonymization, and regular vulnerability assessments. Upon discovering a data breach, the Vendor shall notify Redpath without undue delay and within a maximum of twenty-four (24) hours, providing detailed information about the breach and actions taken to mitigate it, assisting Redpath to comply with its obligations under Applicable Privacy Laws. The Vendor will indemnify and hold Redpath harmless for costs resulting from breaches caused or contributed to by the Vendor, including containment, remediation, investigation, breach coaching, legal and regulatory reporting, notifications, and credit monitoring.

Sub-processors may only be engaged with Redpath's prior written consent, subject to equivalent obligations under this DPA. The Vendor remains fully liable for any acts, errors, or omissions by sub-processors as its own. The Vendor shall provide a list of approved sub-processors to Redpath upon request.

The Vendor will support Redpath in responding to data subject requests under Applicable Privacy Laws, including but not limited to GDPR Chapter III requests (access, rectification, erasure, restriction, data portability, objection to automated decision-making, and objection to processing). It shall promptly notify Redpath upon receiving any direct data subject requests and shall refrain from independently addressing such requests without explicit written approval from Redpath, except where preemptory required by applicable local law.

Personal Data must only be retained only as long as necessary for the service obligations or as mandated by Applicable Privacy Laws. Upon termination or upon request, the Vendor shall securely delete or return Personal Data, providing written confirmation to Redpath, unless retention is explicitly required by applicable local law.

The Vendor shall comply with applicable data residency and transfer requirements. Transfers outside the EEA or Québec require adequate safeguards, such as Standard Contractual Clauses, binding corporate rules, adequacy decisions by the European Commission, or, in Québec, the completion of a privacy impact assessment meeting local legislative standards.

Redpath reserves the right to audit the Vendor's compliance with data protection obligations under this PO and Applicable Privacy Laws, subject to reasonable notice and mutually agreed schedules. The Vendor shall fully cooperate and provide necessary documentation to verify such compliance.