

DATA USE AGREEMENT

FOR THE USE OF GOVERNMENT OF SIERRA LEONE'S (GOSL) NATIONWIDE AIRBORNE GEOPHYSICAL SURVEY DATA

This Data Use Agreement is entered into effective from by and between **THE GOVERNMENT OF SIERRA LEONE (GOSL)**, acting through the **National Minerals Agency (NMA)** (hereinafter referred to as "GOSL") and, a company duly organized and registered under the laws of having its registered office at (hereinafter, referred to as "**CLIENT**", which expression shall include its successors and assigns),
WHEREAS, CLIENT is desirous of obtaining a licence to use the DATA specified in Schedule I hereto or in any later Schedules; and
NOW THEREFORE, for and in consideration of the covenants undertaken by the parties hereto, GOSL and CLIENT have agreed as follows:

1. INTERPRETATION

For the purpose of this Agreement:

- a) "AFFILIATE" means a company, limited liability company, partnership, or legal entity which controls the CLIENT, or is controlled by the CLIENT, or which is controlled by an entity which controls the CLIENT.
- b) "CONTROL" means the ownership, directly or indirectly, of fifty percent (50%) or more of the shares, voting rights, or interest in CLIENT or such company, limited liability company, partnership, or legal entity.
- c) "DATA" means all copies of the raw and processed/reprocessed geophysical and geological data and information, regardless of the form or medium on which it is displayed or stored, including, but not limited to, the following types: seismic, electrical, electromagnetic, magnetic, radiometric, gravity, satellite imagery, and image logs, referred to in the schedules to this Agreement and delivered to CLIENT under this Agreement. A licensor may choose to license its data derived products and its interpretations by explicitly stating that in the license agreement.
- d) "EXPLORATION COMPANIES" means those organisations, corporations, partnerships, trusts or other entities which have a contractual agreement between them to explore, lease or develop areas of interest and are not joining simply to acquire geophysical data for their individual use.
- e) "INTERPRETATION" is the process of deriving a geophysical or geological model or concept from DATA or REPROCESSED DATA.
- f) "LICENCE" is the non-transferable, non-proprietary rights with respect to specific uses of the DATA granted to the licensee by the licensor.

- g) "LICENSEE" means a party that acquires, or is in the process of acquiring, a licence.
- h) "LICENSOR" means a party that grants, or is in the process of granting, a licence.
- i) "MINERALS RIGHT HOLDER" means a partnership or other association of persons or a corporation that holds a permit under the prevailing Mines and Mineral Act of Sierra Leone.
- j) "REPROCESSED DATA" means DATA that is manipulated by the CLIENT into a useable and interpretable form.
- k) "MINING LICENCE AREA" means a geographical area in which the licensee has the right, license or privilege to explore for and/or exploit resources.
- l) "THIRD PARTY" means any entity (individual, corporation, limited liability company, partnership, trusts, etc.) that is not a party to a license (i.e., not a licensor or a licensee) or other entity other than CLIENT (and its employees, contractors, officers and directors) and its Affiliates (and their employees, contractors, officers and directors), including complex business arrangements such as farm-ins, joint ventures, mergers, divestitures, acquisitions, formation of income trusts, etc.
- m) Commercial Purpose. Redistribution , retransmission or publication in exchange for a fee or other consideration, which may include, without limitation: (i) advertising; (ii) use in marketing and promotional materials and services on behalf of a customer, client, employer, employee or for your own benefit; (iii) use in any materials or services for sale or for which fees or charges are paid or received (e.g., textbook supplemental materials, books, syllabi, course packs); and (iv) use in any books, news publication or journal without an Educational Purpose.
- n) Customer Group.
 - i. one individual;
 - ii. one company, corporation, or similar legal entity (excluding affiliates or subsidiaries which will be treated as a separate Customer Group);
 - iii. one subsidiary or affiliate of an entity;
 - iv. one Ministry, Department or Agency (e.g., Ministry of Agriculture, National Water Resources Management Agency, but excluding sub-agencies)
 - v. one non-governmental organization or non-profit organization
 - vi. one department within a single educational organization within a single country;
 - vii. one international agency such as ECOWAS, OAU, but excluding the United Nations and the European Union;
 - viii. one office or department within the United Nations or the European Union; or
 - ix. any one entity equivalent to any of the entities listed above, located outside Sierra Leone.

- o) **Demonstration Purpose.** Any non-Commercial Purpose for demonstration, promotional or training purposes for a period of no more than 90 days from Product Shipment.
- p) **Derivative.** Any addition, improvement, update, modification, translation, transformation, adaptation or derivative work of or to the Product, authored, created or developed by or on behalf of You, including, without limitation, any reformatting of the Product into a different format or media from which it is delivered to You, any addition of data, information or other content to the Product, or any copy or reproduction on of the Product.
- q) **Educational Purpose.** Any non-Commercial Purpose undertaken for study or research solely in furtherance of education.
- r) **Government Agency.** Any government agency at national level,
- s) **Fees.** The fees set forth in Your Confirmation.
- t) **Joint Project.** An undertaking between You and one or more other Customer Groups based on a contractual relationship existing as of the Effective Date.
- u) **Purpose.** As may be indicated in Your Confirmation, Demonstration Purposes or Educational Purposes.
- v) **Local Government Agency.** Any government agency at local level.
- w) **User.** Employees or contractors of You or, as applicable, a Customer Group.

2. GRANT OF LICENCE

- a) Subject to the terms and conditions set forth in this Agreement, GOSL hereby grants to CLIENT, and CLIENT accepts a non-exclusive, non-transferable, right and licence to internal use of the DATA provided under this Agreement and as described in Schedule I hereto.
- b) Schedules may be issued from time to time to incorporate additional data, and all of the terms and conditions of this Agreement will be deemed to be incorporated in each Schedule that references this Agreement.
- c) If You are not a Government Ministry, Department or Agency or a Local Government Agency, You may post the Product and Derivative on Your website at a resolution no better than 10 meters in a static, non-downloadable, non-distributable, non-interactive fashion and in a manner that does not allow a third party to extract or access the Product as a stand-alone file;
- d) If You are a Government Ministry, Department or Agency, You may post the Product and Derivative to publicly accessible Internet web sites provided that: (a) the quality of the image data available for download is presented in a compressed file format without associated geospatial information; and (b) the Product or Derivative posted to publicly accessible websites is in a secure format that allows printing and viewing at no better than 10 meter resolution. The Product and any Derivatives may be posted to secure Intranet websites and may be used only for the purposes of a Joint Project and subject to Section 3;
- e) If You are a Local Government Agency, You may post the Product and any Derivatives on Your website at full resolution for non-Commercial Purposes, in a non-downloadable, non- distributable fashion, and in a manner that does not allow a third party to extract or access the Product as a stand-alone file;



3. SUBLICENCE

Subject to Your compliance with the terms and conditions of this Agreement, including, without limitation, payment of all applicable Fees, You may grant sublicenses of the rights granted to You under Section 2 to access, reproduce, store, and display the Product to Customer Groups engaged in a Joint Project with You solely for the internal business purposes of the Customer Group in completing the Joint Project with You. All Customer Groups will be identified by You and confirmed by NMA (on Your Confirmation or otherwise) in advance of any sublicense by You.

4. CUSTOMER GROUP

The number of permitted Users within each Customer Group sublicensed hereunder will be limited to the type of license you have purchased as follows:

Type of License Purchased within sublicensed	Number of Permitted Users
	Customer group
Base	Up to 5
Group	From 6 to 10
Enterprise	From 11 to 25
Enterprise premium	More than 25
Educational demonstration	11



The Type of License you have purchase is (No. of Users). If you need another License Type, please contact us at nags@nma.gov.sl

If the number of individuals of a sublicensed Customer Group using or accessing the Product exceeds the number of Users permitted under this Section 3, the Customer Group will be counted as multiple sub-licensees based on the number of individuals using the Product, for purposes of determining compliance with the table above. If a sublicensed Customer Group is involved in multiple Joint Projects with You, the Customer Group will be counted as multiple sub-licensees based on the number of Joint Projects involved for purposes of determining compliance with the table above. Each sublicense must require the sub-licensee to agree to be bound by this Agreement. You will remain responsible for any non-compliance by any sub-licensee and sub-licensee's breach of this Agreement shall be deemed to be Your breach of this Agreement.

5. PAYMENT AND INVOICING

By executing this Agreement and any Schedules hereto, CLIENT agrees to pay GOSL a sum of US\$ for the use of the DATA listed in Schedule I hereto plus the then current applicable reproduction and handling charges, any sales or use taxes applicable to the transaction and any late charges specified therein. After such payment, the GOSL shall take necessary action to release the DATA to the CLIENT.

6. OWNERSHIP OF THE DATA

Government of Sierra Leone (GOSL) is the owner of the DATA.

7. CONFIDENTIALITY OF THE DATA

1. CLIENT acknowledges that all copyrights and intellectual property rights (IPR) in the DATA are vested in the GOSL and the DATA constitutes valuable trade secrets of GOSL. CLIENT agrees that the DATA will be for its INTERNAL USE ONLY. CLIENT will not show, display, divulge, sell, transfer, trade, lend or otherwise disclose the DATA to any Third Party except as may be specifically authorized in this Agreement or may be subsequently authorized in writing by GOSL, it being expressly understood that any such subsequent authorization will be conditioned upon the payment of a transfer or authorization fee and the signing of a license agreement between GOSL and the Third-Party transferee.

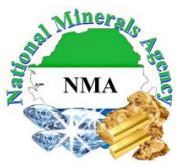
2. The concepts associated with copyright law and the law of confidential information must be considered. Copyright law is not open for interpretation and should be taken as the standard to govern anyone's actions.

3. Maintenance of DATA

All DATA, including REPROCESSED DATA and all copies thereof, will contain a prominent warning which will read substantially as follows:

WARNING

These DATA are owned by and are a trade secret of Government of Sierra Leone (GOSL). These DATA have been licensed under reservation of copyright and other proprietary rights. These DATA may be disclosed or transferred only as expressly authorized in that licence. No part of these DATA may be otherwise disclosed, duplicated, used, reproduced, reprocessed,



transferred, or published, for, to or by a THIRD PARTY without the prior, express, written permission of GOSL.

This warning will not be removed, obliterated, concealed or otherwise obscured by CLIENT or those to whom the DATA or REPROCESSED DATA is disclosed or transferred, as permitted in this Agreement.

4. REPROCESSED DATA will be identified by CLIENT as data licensed from GOSL and CLIENT will treat all such REPROCESSED DATA as confidential, according to the terms of this Agreement. INTERPRETATION of the DATA or REPROCESSED DATA which does not display or show the underlying DATA in the form received from GOSL or as REPROCESSED DATA, will be the property of CLIENT and shall not be subject to the restrictions contained in this Agreement.

5. AUDIT

At NMA 's request, You will provide assurances acceptable to GoSL that You are using the Product consistent with the terms of this Agreement. Upon notice, NMA may inspect Your records, accounts and books relating to the use of the Product to ensure that the Product is being used in accordance with this Agreement.

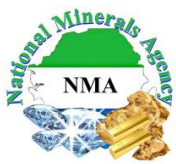
8. USE OF THE DATA BY THIRD PARTIES

- a) **CLIENT may show the DATA, but may not release the DATA, or provide copies thereof, to prospective investors, prospective lenders and prospective mineral right holders in exploration and mining development proposals or joint acquisitions of mining licence(s) in a local area with CLIENT or any of its Affiliates, for the sole purpose of evaluating their participation in such ventures, PROVIDED, however, that such disclosure will be limited to portions of data and information directly pertaining to the area under negotiation or discussion. Any Third Party to whom DATA is disclosed under the provisions of this Paragraph 6(a) will first agree in writing that the DATA will be confidential and any notation or analysis made therefrom will be used only for the stated purpose. Such disclosure of the DATA to Third Parties will be made in CLIENT's premises, for a limited period of time, in a secure environment under the direct supervision and control of CLIENT. Such Third Parties will not be permitted to acquire a knowledge of the DATA comparable or equivalent to having a copy of the DATA, nor will they be permitted to remove the DATA, nor any notations or analysis thereof from CLIENT's premises nor to retain any copies thereof. Nothing in this Agreement is intended to grant nor will it grant any THIRD PARTY the right to have access to or use the DATA for the purpose of preparing a local or regional interpretation.**
- b) **If CLIENT desires to form or become part of an exploration group in the area covered, to any extent, by the DATA, which exploration group is approved and selected by the GOSL for exploration activities in that area, CLIENT will advise GOSL in writing identifying each and every member of the proposed exploration group. This Agreement does not permit the licensee to transfer, copy or release any of the DATA to any member of the proposed exploration group. Upon receiving CLIENT's advice, GOSL may, under a separate licence agreement, grant to the proposed members of the exploration group the right to use the DATA and any such grant shall be on terms and conditions substantially as provided in this Agreement at such cost as may be negotiated by GOSL and the proposed members of the exploration group, but not to exceed the amount paid by CLIENT.**

- c) **CLIENT** will promptly inform **GOSL** in writing if a group member should be removed, dismissed or resign from the exploration group. The departing member's rights to use the **DATA** are terminated upon their departure from the exploration group. Any exploration group member who withdraws from the group but wishes to retain a copy of the **DATA** must, at such time, negotiate a separate license agreement, and pay to the **GOSL** difference between the group rate and the single company rate.
- d) **DATA** may be provided to a consultant for the preparation of an analysis or interpretation for the exclusive use and benefit of **CLIENT**, and not for the use of or sale by the consultant, and provided that such consultant has first agreed in writing to maintain the **DATA** securely, and in confidence, not to disclose or transfer the **DATA** or interpretation to anyone other than **CLIENT** and to return all copies of the **DATA**, all interpretations to **CLIENT** upon completion of the interpretation.
- e) The **DATA** may be made available to outside data processors, geoscientists or technology consultants to the extent necessary to reformat the **DATA** for the exclusive use of **CLIENT**, provided however, that any such outside data processors, geoscientists or technology consultants first agrees in writing to maintain the **DATA** securely and in confidence and to return all copies of the **DATA**, in any form, to **CLIENT** upon completion of the work. All reprocessed sections of the **DATA** will be marked to identify them as containing data proprietary to and under licence from **GOSL**.
- f) The **DATA** may be disclosed to government ministries, departments, agencies and institutions only to the extent such disclosure is specifically required by law. **CLIENT** agrees to inform **GOSL** promptly of any request or demand for disclosure made upon **CLIENT** by a government ministry, department, agency or institution, and the law or regulation requiring such disclosure and will cooperate with **GOSL** in protecting the confidentiality of the **DATA**. **CLIENT** will disclose only those portions of the **DATA** which are required to be disclosed.

9. TRANSFER

- a) **CLIENT** may transfer the physical possession of the **DATA** and assign the use rights under this Agreement to an Affiliate, including a parent company or a wholly owned subsidiary existing at the date of this Agreement or a wholly owned subsidiary later formed by **CLIENT** or its parent company as the result of an internal reorganization, and an entity that acquires ownership or control of **CLIENT** as a result of an acquisition or merger, provided that **GOSL** is given prior written notice of any such transfer and provided further that both physical possession of the **DATA** and the use rights under this Agreement will automatically revert to **CLIENT** if at any time such subsidiary ceases to be **CLIENT**'s affiliate. Responsibility for maintaining the confidentiality of the **DATA** will always remain with **CLIENT**. For the purposes of this Agreement, "parent company" will mean an entity that directly or indirectly, owns or controls 100% of the issued share capital of **CLIENT**.
- b) Except as provided in clause 7(a) above, under this agreement the right to use the **DATA** may not be transferred to any other person or entity by **CLIENT** or any person/entity succeeding in interest, including, but not limited to a trustee in



bankruptcy, or a debtor in possession without the prior written consent of GOSL. Should such transfer be required, CLIENT will contact GOSL who may grant the right to complete that transfer. Any such transfer will be conditioned upon the payment of a transfer or authorization fee and the execution of a licence agreement between CLIENT and the Third-Party transferee.

10. WARRANTIES

- a) GOSL warrants that it has full authority and power to grant the rights granted to CLIENT in this Agreement.
- b) CLIENT will be afforded the opportunity to inspect a reasonable sample of the DATA and CLIENT shall accept the DATA on a "where is, as is" basis. GOSL states that to the best of its knowledge, the DATA were acquired by competent geophysical crews using industry standard instrumentation and techniques. GOSL expressly disclaims all general and specific, expressed or implied warranties with regard to the accuracy and quality of the DATA or its fitness for any particular use or purpose. GOSL assume no liability for reliance upon the DATA, nor for any failure of CLIENT, or any other person or entity, to locate or extract any solid mineral, rocks, oil, gas or other hydrocarbons or materials. GOSL will not be responsible or liable for any action taken or expenditure made resulting from use of the DATA pursuant to this Agreement and CLIENT will release GOSL from any claims or liability arising thereof.
- c) GOSL agrees to indemnify, defend and hold CLIENT harmless from any claims, actions or damages that may be asserted against CLIENT arising out of the acquisition of the DATA and from Third Party claims of ownership in and to the DATA. CLIENT may be represented by its own Counsel and participate in proceedings to which it and GOSL are defendants, provided, however, GOSL shall control the defence thereof.
- d) Under no circumstance will either party be liable to the other for consequential, punitive, direct, indirect, special or incidental damages of any kind, including without limitation, loss of profit or other economic loss or business interruption, however same may be caused.

11. TERMS AND TERMINATION

The use licence granted in this Agreement will be effective from/...../20..... for ten years, unless otherwise terminated earlier, in whole or in part, by the consent of both parties or as provided herein.

a. GOSL may terminate this Agreement and the use rights granted herein, or any of the schedules issued to this Agreement, if CLIENT commits a breach of this Agreement, such as, without limitation, disclosing, displaying, selling, transferring, trading or lending the DATA, except as authorized in this Agreement, or failure to make payment for the use of the DATA as required in this Agreement, upon thirty (30) days written notice of termination by GOSL, provided that the breach is not cured within such thirty (30) day period.

b. This Licence Agreement and the use rights granted under this Agreement will automatically terminate in the event of the liquidation or dissolution of CLIENT, or if the ownership or control of CLIENT



materially changes by virtue of a merger, acquisition of stock or assets, buy-out or other similar transaction, unless GOSL has previously given its written consent to the assignment or transfer of the DATA and this Agreement and the rights and obligations granted hereby to CLIENT's successor in ownership or control. GOSL's consent to assign or transfer may be conditioned upon the payment of a transfer fee.

c. Upon termination of the licence of the DATA provided under this Agreement, all of the DATA the subject of the termination, and all copies thereof, will be promptly returned to GOSL, or CLIENT will certify to GOSL in writing that the DATA the subject of the termination, and all copies thereof, have been destroyed.

12. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement is an executory contract; it may not be assumed or assigned by a trustee in bankruptcy. All questions arising out of or concerning this Agreement or its validity, construction, interpretation, performance or breach will be governed and decided by application of the laws of the Republic of Sierra Leone.
2. Dispute Resolution: Any and all claims, demands, causes of action, disputes, controversies and other matters in question arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination, which the Parties do not resolve amicably, shall be heard and determined by arbitration in the International Chamber of Commerce (ICC) in London, United Kingdom, in accordance with the UNCITRAL Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause.

13. ENTIRE AGREEMENT

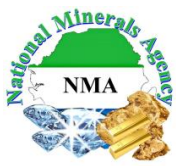
This Agreement contains the entire agreement between the parties and supersedes and replaces any oral or written communications or agreements previously made relating to the subject matter. This Agreement will not be amended except by written instrument executed by duly authorized representatives of both parties.

14. NOTICES

Except as otherwise expressly and specifically set forth in this Agreement, or in any Schedule hereto, all notices and other communications required to be in writing will be deemed sufficient for all purposes if sent by registered or certified letter, courier services, or email to the recipient's address stated in the applicable Schedule (provided that each party may change its address by notice in writing). Each notice sent in any of the foregoing manner will be effective on the date of actual receipt.

15. WAIVER

- a) The rights of each Party, whether granted by the Agreement or by law, may be exercised, from time to time, singularly or in combination, and the waiver of one or more of such rights shall not be deemed to be a waiver of such right in the future or of any one or more of the other rights which the exercising Party may have. Any right and any breach of a term, provision or condition of the Agreement



by one Party shall not be deemed to have been waived by the other

- b) Party hereto, unless such waiver is expressed in writing and signed by an authorized representative of such Party, and the failure of either Party to insist upon the strict performance of any term, provision or condition of the Agreement shall not be construed as a waiver or relinquishment in the future of the same or any other term, provision or condition.

16. SEVERABILITY

- a) In the event any provision, clause, section, sentence or part of this Agreement and/or Schedule is inconsistent with or contrary to any applicable law, same shall be deemed to be modified to the extent required to comply with said law and as so modified those terms and conditions and these original terms and conditions shall continue in full force and effect.

Any provision of this Agreement and/or Schedule, which may be ruled invalid or unenforceable, shall be considered separate and distinct and the remainder of the Agreement and/or Schedule shall not be made invalid or unenforceable by the invalidity of any term, phrase or sentence of this Agreement and/or Schedule.

- b) The termination of this Agreement or any Schedule, shall not release the Parties from obligations which, expressly or by their nature, survive the termination hereof beyond such termination.

17. LIMITED WARRANTY; DISCLAIMER.

NMA warrants that, for a period of 30 days after Your receipt of the Product, the Product will perform substantially in accordance with its applicable specifications. NMA's sole obligation and Your entire remedy for breach of the above warranty is for NMA, at its sole option and expense, to: (a) repair or replace the non-conforming Product returned during the warranty period; or (b) refund all fees paid by You for the non-conforming Product returned during the warranty period. This limited warranty is void if any non-conformity has resulted from any accident, abuse, misuse, misapplication, or modification of or to the Product or any breach of this Agreement. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, ALL PRODUCT IS PROVIDED "As IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARISING BY LAW OR OTHERWISE, ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY NMA, INCLUDING, WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NMA DOES NOT WARRANT THAT THE PRODUCT WILL BE ACCURATE, CURRENT OR COMPLETE, THAT THE PRODUCT WILL MEET YOUR NEEDS OR EXPECTATIONS, OR THAT THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED. NMA PROVIDES ALL CONTENT AS A SERVICE TO YOU. SPATIAL, SPECTRAL, AND TEMPORAL ACCURACY CANNOT BE GUARANTEED. NMA RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO MODIFY CERTAIN IMAGE CHARACTERISTICS OF THE CONTENT INCLUDING, BUT NOT LIMITED TO, WATERMARKING AND DIMENSIONS.



18. LIMITATION AND LIABILITY

IN NO EVENT WILL NMA BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) ARISING FROM, OR RELATING TO, THIS AGREEMENT OR THE PRODUCT, EVEN IF NMA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NMA TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE PRODUCT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO NMA FOR THE PRODUCT. THIS SECTION 10 SHALL BE GIVEN FULL EFFECT EVEN IF THE WARRANTY PROVIDED IN SECTION 9 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

19. INDEMNIFICATION.

You will indemnify, defend, and hold harmless NMA and its subsidiaries, affiliates and subcontractors, and their respective owners, officers, directors, employees and agents, from and against any and all direct or indirect claims, damages, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees) arising from or out of: (1) Your use of the Product for any purpose; (2) Your actual or alleged breach of any provision of this Agreement; or (3) damage to property or injury to or death of any person directly or indirectly caused by You. NMA will provide You with notice of any such claim or allegation, and NMA has the right to participate in the defense of any such claim at its expense.

20. ADDITIONAL PROVISIONS

a. Each party will exercise reasonable care and diligence to prevent its employees and agents from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans or other considerations for the purpose of improperly influencing the relationship between the parties. This obligation will apply to the activities of the employees and agents of each party in their relations with the other party's employees and their families, as well as with the other party's vendors, contractors or consultants.

b. You acknowledge that any actual or threatened breach of Section 2, 3, 4, or 6 will constitute immediate and irreparable harm to NMA for which monetary damages would be an inadequate remedy. Therefore, without limiting any other remedy available at law or in equity, upon any such breach or any threat thereof, NMA will be entitled to seek injunctive relief against You as remedy for such breach. To the fullest extent not prohibited by applicable law, any action brought for such relief may be brought by NMA upon expert application and without notice or posting of any bond, and You expressly waive any requirement for notice or the posting of any bond. If any action is brought to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees, court costs, and other collection expenses, in addition to any other relief it may receive.

c. Failure to require performance of any provision of this Agreement does not waive NMA's right to subsequently require full and proper performance of such provision. If any provision of this agreement is determined to be invalid or unenforceable, such provision will to the extent possible be deemed amended by limiting and reducing it to the minimum extent necessary to make such provision valid and enforceable and the remaining provisions of this Agreement shall continue to be valid and enforceable and will be liberally construed to carry out the provisions and intent hereof. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction will not affect the validity or enforceability of such provision in



any other jurisdiction, nor will the invalidity or unenforceability of any provision of this Agreement with respect to any person affect the validity or enforceability of such provision with respect to any other person.

This Agreement shall be governed by the laws of Sierra Leone, without regard to conflicts of law principles that would require the application of the laws of any other state or jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the Sierra Leone courts, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

d. Any notices to NMA relating to this Agreement shall be in writing and delivered by personal delivery or a. certified mail (return receipt requested) to the address provided below and will be effective upon receipt by NMA:

NATIONAL MINERALS AGENCY

New England Ville

Freetown, Sierra Leone

Tel: +232 76 209 010

Email: nags@nma.gov.sl

info@nma.gov.sl

Website: www.nma.gov.sl

All notices to You relating to this Agreement shall be delivered by personal delivery, electronic mail, facsimile transmission or by a certified mail (return receipt requested) to the address NMA has on file for You, and will be deemed given upon personal delivery, 5 days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission.

IN WITNESS WHERE OF, the parties have executed this Agreement effective as

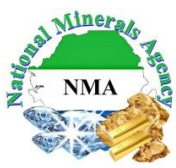
Signed on and behalf of

The Government of the Republic of Sierra Leone

By :Date:

Director General, National Minerals Agency (NMA)

Signed on behalf of



CLIENT



By :Date:

Title:Organisation/Company:

SCHEDULE I

DRAFT



GOVERNMENT OF SIERRA LEONE
NATIONAL MINERALS AGENCY (NMA)

Transforming the Minerals Sector for a Better Sierra Leone

