

A photograph of an offshore oil rig. The image shows a complex network of large, industrial pipes and valves. In the foreground, a large, light-colored pipe with a rounded top is prominent. To the right, a yellow structure with a ladder and platform is visible. The background is a bright blue sky with scattered white clouds. The overall scene is industrial and maritime.

**NATURAL RESOURCES
AGREEMENTS: COMMON LAW
PROVISIONS IN CIVIL LAW
JURISDICTIONS**

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This CONSTRUCTION CONTRACT (this “Contract”) is effective _____, 20____, by and between Minorco Base Metals Mining S.A.

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WHEREAS, Contractor represents that it is competent to perform such Work and is ready, willing, able and desires to perform such Work pursuant to the terms and conditions of this Contract and has all necessary skill, expertise, personnel, and equipment to perform the Work.

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Contractor Obligations. The Contractor shall be responsible for providing any and all personnel, machinery, equipment, tools, materials, transportation and other items necessary for the performance and timely completion of the Work (“Contractor Furnishments”) other than such items Owner specifically agrees to furnish, at no additional cost, other than as shown on Contractor Compensation. The Contractor shall also maintain an inventory of spare parts for maintenance, and all consumables for the equipment used by the Contractor for the Work.

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Unless otherwise designated by Owner, all purchased materials and equipment incorporated into the Work shall be new and of good quality acceptable to Owner, fit for the purposes intended.

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... and in full compliance with all applicable laws and applicable codes.

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... and with any specifications and brand names designated by Owner, if any, and installed in full compliance with all applicable manufacturer's warranties and installation requirements and delivered and installed in accordance with the industry best practices.

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All equipment used by Contractor in connection with the Work shall be properly maintained in accordance with all relevant manufacturers' instructions and recommendations, shall have a supply of spare parts.

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The Contractor shall promptly apply for and obtain on behalf of Owner, all discounts (including discounts due to payment of bills on a cash basis) refunds, rebates, sales tax exemptions, deductions (including tax collection allowances) and the like to which the Contractor or Owner may be entitled with respect to the items chargeable to Owner hereunder.

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The Owner reserves the right to establish additional procedures for tracking, inspecting, auditing, and preserving samples with respect to materials to be incorporated into the Work and to advise the Contractor of the same. Upon being so advised, the Contractor shall follow such procedures.

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The Owner will designate the location, which may include a central warehouse and/or laydown area, along with the necessary protocols for the Contractor to obtain and assume possession of any Owner Furnishments. Unless specifically agreed, Owner Furnishments shall NOT include fuel, consumables, or utilities.

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Contractor shall use and maintain the Owner Furnishments in accordance with Owner and the manufacturers' recommendations for the operation and maintenance procedures and in accordance with best industry standards.

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Contractor shall operate the equipment furnished by Owner only with skilled, trained and licensed operators.

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If any Owner Furnishments are lost or destroyed, or damaged beyond ordinary wear and tear, the Contractor shall replace the same to Owner' satisfaction with Owner Furnishments of equal or better condition and value.

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Time is of the essence with respect to this Contract.

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The Contractor shall immediately notify Owner of any unforeseen or unusual event or circumstance arising during the Work that will reasonably likely result in an adverse effect on the schedule, organization, cost, or progress of the Work.

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Upon the Owner agreeing with the Substantial Completion for a segment, the Owner shall issue an Owner's Notice of Substantial Completion in the form attached as Schedule F1.

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If all Work has been satisfactorily completed, Owner will give contractor Notice of Total Completion. Notwithstanding any partial payment or Substantial Completion, the Contractor shall have all risks of loss or damage to the Work until Final Acceptance by Owner.

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As total compensation for the Work, Owner shall pay Contractor in accordance with Schedule “B” Contractor Compensation.

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Retainage. From each partial or progress payment, the Owner shall retain ten percent (10%) of each payment as additional security for the Contractor warranties and obligations under this Contract, including completion.

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Invoices. By the end of each month, the Contractor shall issue an invoice to the Owner for the portion of the Work completed during the preceding month. Such invoices shall be in a form as directed by the Owner.

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Payments so withheld shall be made when and if such grounds for withholding are resolved to Owner's satisfaction. Grounds for denial or suspension of payment shall include...

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If any subcontractor refuses to furnish a release or waiver required by Owner, the Contractor may furnish a bond or other guarantees satisfactory to Owner to indemnify Owner against all costs and attorneys' fees incurred in an attempt to obtain a release or waiver of any such lien.

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No Late Invoices. In no event other than in the case of a dispute concerning an invoice, shall Contractor present any invoice (other than for Retainage) for any Work completed more than one hundred twenty (120) days prior to the date of the invoice.

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Contractor shall keep all real and personal property of Owner free and clear from all such liens, claims and charges, and shall indemnify, defend and hold Owner harmless from any and all liens and/or encumbrances of any nature arising out of Contractor's performance under this Contract.

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Contractor shall maintain, and ensure that its subcontractors maintain, true, correct, and complete records, including books and accounts in accordance with generally accepted accounting principles applied on a consistent basis, relating to the Work.

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Contractor shall retain and ensure that its subcontractors retain such records for at least three (3) years following the end of the calendar year during which the Work is finally accepted by Owner or this Contract is terminated, whichever comes first, or for the statutory period as required by law if longer.

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If an audit determines that the Owner has erroneously paid amounts to the Contractor, the same shall be refunded to the Owner upon demand.

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Failure of Contractor to have made a full investigation as contemplated above shall not relieve Contractor from any of the obligations of this Contract and Contractor shall not be entitled to additional compensation for Work other than as specified herein.

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For any sensitive field areas as designated by Owner, the Contractor shall recontour, revegetate, and remediate to the natural conditions as directed by the Owner.

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Roads and Access. The Contractor shall not block any roads on Owner's Premises nor obstruct access to any of Owner's equipment without first obtaining Owner's approval, and in the case of any public roads, obtaining the necessary governmental permits.

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Labor Agreements

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Qualification of, and Rules for, Personnel. All of the Contractor's personnel shall have adequate capacity, knowledge, eligibility, and experience.

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Contractor personnel may not be under the influence of any drugs or alcohol while on Owner's Premises.

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Owner Replacement of Personnel. Owner shall have the right to advise Contractor to replace any employee or personnel that fails or refuses to comply with the foregoing, or that otherwise causes disruption or difficulties in completing the Work by the Contractor or other contractors.

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The Contractor shall have the continuing duty to assist Owner in obtaining valid and proper patents and copyrights and other legal protections thereon.

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Non-Compete. The Contractor agrees that it will not compete with Owner with respect to any of the properties that it may examine or for which it receives information or does Work in connection with this Contract.

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Confidentiality

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INFORMATION PROVIDED BY OWNER TO THE Contractor IS PROVIDED ON AN “AS IS, WHERE IS” BASIS. OWNER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

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Cyber-Security

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Contractor's Warranty

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Conflicts. In case of conflict between applicable laws and/or applicable codes, the highest standard shall apply unless otherwise directed by Owner.

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Warranty Period

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Indemnification

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Intellectual Property Indemnity

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Insurance

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Contractor-Provided Insurance

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Owner Representative

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General Compliance with Laws

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Contractor shall properly dispose of any hazardous materials including any toxic or hazardous substances used in connection with the Work, in accordance with Owner's policies and applicable laws and permits, and in a safe and environmentally sound manner, which is disclosed to the Owner. Owner may audit such practices at any time.

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Taxes and Fees

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The Contractor shall specifically comply with the United States Foreign Corrupt Practices Act and any similar anti-bribery and anti-corruption laws in the country where the Work is performed.

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Contractor's Default

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Contractor becomes insolvent; makes a general assignment for the benefit of creditors; or if any proceeding should be brought by or against Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, under the present or any future bankruptcy acts or under any other applicable law or regulation; or any proceeding is brought seeking the appointment of a receiver or similar officer of court with respect to Contractor's business.

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Limitation of Liability

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Arbitration or Judicial Resolution

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Governing Law

UNLESS OTHERWISE AGREED BY OWNER, THE VALIDITY, INTERPRETATION, AND PERFORMANCE OF THIS CONTRACT SHALL BE GOVERNED BY THE INTERNAL LAW OF THE PROVINCE OF ONTARIO, CANADA EXCLUDING ANY CHOICE OF LAW RULE THAT WOULD DIRECT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed on their behalf by their duly authorized representatives, effective as of the day and year first above written.