

RCML SITE SPECIFIC TERMS

For purposes of these Site Specific Terms, (a) the term “**Company**” means Resolution Copper Mining LLC; (b) the term “**Supplier**” means the supplier, service provider or contractor that is supplying Goods/Services to Company; (c) the term “**Contract**” means either an executed agreement relating to the Goods/Services to be supplied by Supplier to Company, or, in any other case, the Purchase Order Terms and Conditions for North America that can be found at: <http://www.riotinto.com/procurement/policies-and-documents-17814.aspx>

In addition (d) except as otherwise defined herein, all capitalized terms have the same meanings as defined in the Contract.

Supplier agrees to the following Site Specific Terms with respect to Goods/Services supplied by Supplier to Company:

PART 1 – Provisions Applicable to All Suppliers

- 1.1 Supplier shall keep informed, comply with, and ensure that its Personnel keep informed and comply with, the Company’s published Policies and Standards in force from time to time, as provided on Company website: [https://resolutioncopper.com/contractors/.](https://resolutioncopper.com/contractors/)
- 1.2 Supplier shall keep informed, comply with, and ensure that its Personnel keep informed and comply with Rio Tinto Procurement Policies and Documents including but not limited to: Rio Tinto Supplier code of conduct, The Way We Work, Supplier Privacy Statement, Freight Preparation manual and procedure, included on Company website: <http://www.riotinto.com/procurement/policies-and-documents-17814.aspx>
- 1.3 With respect to each of Supplier’s Subcontractors appointed or engaged pursuant to the Contract (including, without limitation, a carrier engaged to transport Goods to the Delivery Point), Supplier agrees:
 - 1.3.1 Supplier shall remain fully responsible and liable for performance of any Services by the Subcontractor;
 - 1.3.2 Supplier guarantees fulfillment by the Subcontractor of the applicable obligations imposed on Supplier by the Contract;
 - 1.3.3 Supplier shall indemnify Company for all damages and/or costs of any kind incurred by Company and caused by the Subcontractor’s failure to fulfill the applicable obligations imposed on Supplier by the Contract; and
 - 1.3.4 Supplier agrees to make all payments to the Subcontractor for Services performed for which the Subcontractor was appointed or engaged.
- 1.4 With respect to all Goods deliveries by Supplier or a subcontractor engaged by Supplier (including, without limitation, a carrier engaged to transport Goods to the Delivery Point), Supplier agrees:
 - 1.4.1 Supplier shall assure that all deliveries are loaded, delivered and unloaded in compliance with all Applicable Laws (including, without limitation, United States Department of Transportation (“**DOT**”) rules and regulations and any other applicable transportation rules and regulations in the relevant jurisdictions), and any Company requirements as communicated in writing by Company to Supplier;
 - 1.4.2 Supplier shall ensure that loads are inspected upon completion of loading to confirm the load is stable and to assure compliance with the foregoing Applicable Laws and requirements;
 - 1.4.3 Prior to or upon obtaining access to Company’s premises, all Personnel of Supplier and its subcontractors shall attend all appropriate and relevant orientation meetings and site specific safety training required by Company;
 - 1.4.4 Once on the Company’s premises, all deliveries shall be performed in compliance with DOT, MSHA, OSHA and other Applicable Laws and any Company requirements and instructions as communicated by Company to Supplier;

- 1.4.5 The Company has the right, prior to or upon delivery, to inspect all loads to determine whether the load complies with the requirements of this paragraph 1.4;
- 1.4.6 Without limiting any other right or remedy available to the Company under the Contract or otherwise, the Company may, at its discretion:
- (a) Refuse to accept and take delivery of any load which does not conform to the requirements of this paragraph 1.4; and/or
 - (b) take or engage a third party to take all actions reasonably determined to be necessary to ensure that the load complies with the requirements of this paragraph 1.4, all costs of which, whether performed by Company or a third party engaged by Company, will be borne by Supplier.
- 1.5 In addition to the indemnities found elsewhere in the Contract, if and to the extent a claim is brought against the Company that relates to or arises out of the illness, injury, death or property damage of an employee of Supplier or its Subcontractors (including, without limitation, a carrier engaged by Supplier to transport Goods to the Delivery Point) that is suffered or incurred while at, or in transit to or from, the Company's premises and such claim is not barred by the workers' compensation provisions of Applicable Laws, Supplier will indemnify and hold harmless the Company from and against such claim and all liabilities relating thereto (including negligence of any nature allocated or attributed to the Company under Applicable Laws).

PART 2 – Provisions Applicable to Suppliers on Company Premises, at Company-Controlled Locations, or Performing Work under a Permit Issued to Company

To the extent that Personnel of Supplier or any of its subcontractors are required to be on, or near the vicinity of, the Company's premises for the Contract, or at other locations controlled by Company, or performing work on federal or state lands under a permit that is issued to Company, Supplier shall comply with the following:

- 2.1 As a precondition to supplying Goods/Services on Company property, and as periodically requested by Company (but no less frequently than annually), Supplier shall provide safety and insurance information to the Company and/or its designee – a third party compliance group-- to verify that Supplier is compliant with the safety and insurance requirements of the Contract. All costs associated with the provision and verification of this information, including any amounts charged by the third party compliance group, will be borne by Supplier.
- 2.2 Throughout the Term of the Contract, all of Supplier's Personnel working at those portions of Company premises which are subject to the Federal Mine Safety and Health Act are required to have current MSHA training in accordance with 30 CFR Part 48 (B). Supplier will work with Company to determine the appropriate level of training.
- 2.2 At all work locations Supplier's personnel must have Company site-specific training. Non-MSHA locations may have other substantive training or competency requirements that will be determined by Supplier after consultation with Company.
- 2.3 At all times while on the Company premises, locations otherwise controlled by Company, and while performing work on Federal or State lands under a permit issued to Company, Supplier will comply with all Company safety and facility standards. Supplier shall provide documentation to verify compliance with this training as requested by Company.
- 2.4 Supplier shall abide by all Rio Tinto Company's COVID-19 standards and protocols as set forth in Resolution Copper's H05-CVOID-19 Policy or other applicable policies, including but not limited to daily COVID-19 screening, COVID-19 testing program (as applicable), social distancing, wearing masks and workplace hygiene procedures. Rio Tinto Company reserves the right to impose additional COVID-19 protocols on the Supplier as recommended by Centers For Disease Control and Prevention (CDC), Arizona Department of Health Services and any Rio Tinto Company Business Resilience Team (BRT). Supplier shall cooperate with Rio Tinto Company in requirements for documentation. Information around regulated testing results, or vaccination records should be made available to our HR team if requested because of an audit. All information will be treated in compliance with Rio Tinto Data Policy Standards in the event, that there are additional controls being implemented, Rio Tinto Company Designated Manager will communicate these controls to the Supplier in the daily pre-op meetings.

- 2.5 Throughout the Term of the Contract, the Supplier will comply with all Company reporting requirements including reporting formats and submission schedules. Supplier will provide a designated representative for communication and compliance purposes
- 2.6 Throughout the Term of the Contract, the Supplier will maintain on site safety documentation on personnel training for equipment that will be operated and tasks that will be performed on site.
- 2.7 Supplier shall not, without the prior written approval of the Company's designated representative, remove refuse or Company property from the Company premises.
- 2.8 Supplier and Company will have scheduled periodic meetings to review service, conduct site audits and resolve issues. Supplier and Company will provide management representatives for these meetings.
- 2.9 Firearms are not allowed on Company premises. All firearms must be checked at the gate and secured. Persons may collect firearms from the storage location at the gate when exiting the premises.
- 2.10 The Company reserves the right to have authorized personnel conduct searches or inspections of Supplier vehicles and personal effects (bags, backpacks, purses) of Supplier employees or representatives when on the Company premises, for the purpose of determining if any individual is in possession of (a) illegal or unauthorized items; (b) illegal and unauthorized drugs, narcotics, alcohol, and (c) firearms. The possession of and/or the distribution of any of the foregoing by any persons at the facility poses a threat to the individual, to other employees, and to the operations, and Company reserves the right to immediately remove persons with any of these items from the premises as well as further exclude or bar such persons from the premises. Persons found in the possession of Company or another person's property without authorization will be removed from the premises and referred for criminal prosecution.
- 2.11 Supplier shall have a policy that governs the use of alcohol, illegal drugs, and prescriptions medications during employment-related activity and a testing program associated therewith that includes pre-employment, annual, random, and for-cause testing. Supplier's Personnel shall be drug tested prior to providing services, and annually tested during the Term of the Contract. The costs associated with drug testing are the responsibility of Supplier. Company reserves the right to request a copy of and audit Supplier drug test standards and policy.
- 2.12 Supplier shall ensure, by exercising all reasonable means, that its Personnel and those of its Subcontractors are neither under the influence of, nor do they use, possess, consume, transfer, manufacturer, or sell or attempt to sell any form of alcohol, intoxicant, narcotic, hallucinogen, or illegal drug or mind- or perception-altering substance while on the Company Premises, at locations otherwise controlled by Company, or while performing work on state or federal lands. This includes prescription medications. In the event that another type of prescription or over-the-counter medication could have an effect upon an individual's ability to safely perform assigned tasks, Supplier shall satisfy Company that it has taken appropriate and adequate measures, in accordance with all applicable laws, to assure that such medication will not impair the individual's performance or create a risk to the individual or to others engaged in the Services or present on Company's premises, or create a risk of damage to or impairment of property or the environment.
- 2.13 Supplier agrees to maintain emergency contact information for each Personnel working on Company's Site.
- 2.14 All of Supplier's Personnel must be able to read and speak the English language sufficiently to allow them to understand and comply with all Company oral and written safety requirements to the extent necessary for the safe performance of their work on Company premises. Such safety requirements are given or communicated in English and include the following:
 - 2.14.1 Company -administered safety instruction and tests;
 - 2.14.2 Job-related hazard and traffic direction instruction and signs; and
 - 2.14.3 Job-related product safety warning instructions and labels.
- 2.15 Supplier is responsible for running a safe and environmentally compliant job-site and for compliance with all provisions of the standard. The Supplier is responsible for:

- 2.15.2 Completing a Contractor Control Sheet/Daily Log for all Personnel that will be performing work on Company premises;
- 2.15.3 Conducting job specific training prior to beginning Services that will include a review of the HSE Action Plan and pre-job checklist. Verification that the training has been completed must be provided to the Company's designated representative;
- 2.15.4 Reporting immediately all Safety, Health or Environmental incidents to the Company Representative and completing an accident investigation report and submitting a copy by the end of the shift;
- 2.15.8 Fully implementing the requirements of the Company's "Permit to Work System" and ensuring that all Supplier's Personnel receive and understand the Permit to Work system training;
- 2.15.9 Ensuring permit precautions are maintained throughout the Services activity so that the Supplier's Personnel understands that work must be stopped and advice sought if circumstances change.
- 2.15.10 Ensuring that the Supplier's Personnel stays within limitations set on the permit (physical boundaries, type of Services, and duration of permit); and
- 2.15.11 On completion or suspension of Services, ensuring the site is left in a safe and environmentally compliant condition and that the Company's representative is informed.
- 2.16 Supplier is responsible for maintaining all required regulatory records including hazard training, site-specific orientation, emergency procedure drills, all required medical examinations, substance abuse tests; respirator fit test, and all other MSHA / OSHA training, as appropriate.
- 2.17 Company reserves the right to change scope of services, add or delete services
 - From the original scope, or add or exclude equipment used for services to accommodate change in scope and requirements.
 - 2.17.1 Rate adjustments shall be reflected according to scope changes
- 2.18.2 Invoice changes shall reflect all scope changes.