



MOPANI
— A ZCCM-IH Subsidiary —

Mopani Copper Mines PLC

Terms and conditions

Table of Contents

1. Definitions	1
2. Scope of Agreement	1
3. Products or Services	1
4. Ordering Process	1
5. Pricing and Payment	1
6. Delivery and Shipping	1
7. Intellectual Property	1
8. Warranties and Guarantees	1
9. Liability and Indemnification	2
10. Confidentiality	2
11. Ethics Business Practices	2
12. Termination	2
13. Dispute Resolution	2
14. Governing Law and Jurisdiction	3
15. Amendments	3
16. Entire Agreement	3
17. Severability	3
18. Waiver	3

1. Definitions

"Supplier/Contractors" refers to a company providing products/services as detailed in this agreement.

"MCM/Client" refers to Mopani Copper Mines Plc, the entity entering into this agreement to procure products/services from the Supplier.

"Agreement" Refers to these terms and conditions, including all attachments and amendments.

"The Parties" Refers to Mopani Copper Mines PLC/ Client and the Supplier/ Contractor.

2. Scope of Agreement

This Agreement governs the relationship between the Supplier and the Client regarding the procurement of products/services. By engaging in business with the Supplier, the Client agrees to these terms and conditions.

3. Products or Services

The Supplier agrees to provide the following products or services to the Client as specified in the categorization system.

4. Ordering Process

The Client may place orders for products/services in writing, either electronically or via traditional means. The Supplier will review each order and provide written acceptance or rejection within a reasonable timeframe.

5. Pricing and Payment

Pricing: The pricing for products/services shall be as agreed upon between the parties and specified in the attached documentation of the order.

Payment: The Client agrees to make payments according to the agreed terms and in the currency specified in the invoice. Any applicable taxes or additional charges shall be borne by the Client.

6. Delivery and Shipping

Delivery: The Supplier will make reasonable efforts to deliver the products/services within the agreed-upon timeframe.

Shipping: The responsibility for shipping and associated costs shall be as specified in the attached documentation of the order.

7. Intellectual Property

The Supplier retains all rights, title, and interest in any intellectual property associated with the products/services.

The Client shall not use or reproduce any intellectual property of the Supplier without prior written consent.

8. Warranties and Guarantees

The Supplier shall provide warranties within the agreed upon period depending on the product or service.

The Client must notify the Supplier promptly of any warranty claims, and the Supplier will assess and address such claims within a reasonable time.

9. Liability and Indemnification

The liability of each party is limited to the total amount paid by the Client to the Supplier for the specific products/services.

Each party shall indemnify and hold the other party harmless from any third-party claims arising out of a breach of this Agreement.

10. Confidentiality

The Parties shall maintain the confidentiality of any proprietary or sensitive information disclosed during their business relationship.

11. Ethical Business Practices

We are committed to operating in accordance with strong ethical principles, as detailed in our Code of Conduct, and expect our Supplier/ Contractors to take responsibility for ensuring their conduct conforms to these principles.

We expect our Suppliers/ Contractors to comply with all applicable laws and regulations, including requirements relating to:

- Anti-corruption
- Anti-competitive practices
- Sanctions and trade controls
- Anti-money laundering
- Prevention of criminal tax evasion
- Not solicit, accept, offer, provide or authorise bribes of any sort either directly or indirectly
- Avoid conflict of interests with their obligations to Mopani Copper Mines PLC and take steps to declare and manage any Conflicts, including in respect of their employees
- Have appropriate policies and controls to ensure compliance with the above requirements

12. Termination

Either party may terminate this Agreement for material breach by providing written notice with a cure period of said days. The Agreement may be terminated immediately in case of certain specified breaches.

13. Dispute Resolution

a) Notice of Dispute

All Parties acknowledge that the expeditious resolution of disputes is in the best interests of the parties.

b) In the event of a dispute, either Party shall deliver a written notice (“Notice of Dispute”) to the other Party which shall state the dispute. A Party delivering a Notice of Dispute shall also provide sufficient details of the dispute including –

- i. the alleged facts on which the dispute is based;
- ii. the legal basis on which the claim is made; and

- iii. the relief that is claimed.
- c) Meeting in Good Faith

Relevant representatives from either Party shall meet, as soon as practically possible after receipt of the Notice of Dispute, in good faith to discuss and with the purpose of resolving the dispute. If the parties are unable to reach a consensus on the dispute, the dispute must be elevated to the Chief Financial Officer for consideration and resolution.

- d) Arbitration

If either Party is not satisfied with the decision of the Chief Financial Officer and the matter is still considered to be unresolved ten (10) days after the commencement of negotiations referred to in Clause

- i. Either Party may request that the matter be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- ii. The seat of Arbitration shall be mutually agreed by the Parties.
- iii. The language of the Arbitration shall be English. In the event of any dispute arising from this Agreement, The Parties shall endeavour to resolve the matter amicably through negotiation. If the dispute remains unresolved, either party may pursue legal remedies.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Zambia. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Zambia.

15. Amendments

Any amendments to this Agreement shall be made in writing and signed by both parties.

16. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning the subject matter and supersedes all prior agreements, whether written or oral.

17. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Waiver

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that right or provision.

Iconsent to this document on the day.....

Signature.....

Designation.....

Company Name:.....