

SERVICES AGREEMENT

This Agreement made as of **March 21, 2018**

BETWEEN: 6th Wave Innovations Corp, a Delaware corporation, having Tax Identification Number 46-3205482, and MSHA Identification Number B4377, and having an office at 615 Arapeen Dr. Suite 303, Salt Lake City, UT 84108

(the “**Contractor**”)

AND: KG Mining (Bald Mountain) Inc., a Delaware corporation, having an office at State Route 892, Ely NV 89301

(the “**Company**”)

(each, a “**Party**” and collectively, the “**Parties**”)

WHEREAS the Company requires certain services, as more particularly described in Schedule A hereto (the “**Services**”), which forms an integral part of this Agreement;

AND WHEREAS the Company wishes to retain the Contractor to perform the Services and the Contractor wishes to perform the Services;

IN CONSIDERATION of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1 GENERAL

1.1 The Service Requirements.

(a) The Company agrees to engage the Contractor, and the Contractor agrees to perform the Services described in Schedule A attached hereto (the “**Scope of Services**”) in accordance with the specifications, requirements and timeframes set out in the Scope of Services.

(b) [Intentionally omitted].

(c) The Contractor shall be free to perform the Services in whatever manner it deems appropriate, except as otherwise provided herein, provided that such manner is consistent with achieving the objectives set out in this Article 1, and not in any way detrimental to the business interests or image of the Company, its affiliates or their Representatives (as that term is defined below). The Contractor shall be responsible for all duties and responsibilities reasonably associated with the Services.

(d) The Company may, at any time and from time to time during the term of this

Agreement, request a change to the Services (each, a “**Change**”). Upon receipt of a request for any Change, the Contractor shall promptly prepare and deliver to the Company a proposal regarding the effect that such Change would have on (i) the cost of the Services, (ii) the timing for performance of the Services and (iii) any other material aspect of this Agreement. The Company and the Contractor shall agree in writing on the terms applicable to any Change (each, a “**Change Order**”). The Contractor shall not implement any Change, and shall not be entitled to compensation for Services performed in respect of any Change, unless a Change Order in respect of such Change has been executed by both Parties.

1.2 Information/Control.

(a) The Company shall provide to the Contractor such information as is necessary for the Contractor to efficiently perform the Services in accordance with the terms hereof.

(b) In order to be entitled to the compensation set out in Article 3 hereof, the Contractor agrees to maintain records regarding the Services, as required and specified by the Company, and to provide reports to the Company concerning the Services provided, as may be reasonably requested by the Company. The Contractor further agrees that all such records and reports shall be and remain the property of the Company.

1.3 Term of Agreement. The term of this Agreement shall begin on the date first shown above and end on **project completion** unless extended by mutual agreement of the Parties in writing or terminated earlier in accordance with the provisions set out herein.

ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 Relationship. The Contractor shall be solely responsible for the supervision and compensation of its directors, officers, employees, subcontractors and agents (in respect of either Party, each, a “**Representative**” and collectively, “**Representatives**”) performing the Services. The Contractor shall perform the Services at all times as an independent contractor. Neither the Contractor nor any of its Representatives are or shall be employees, partners, co-venturers, principals or agents of the Company, and no such Person (as that term is defined below) shall be entitled to receive from the Company any benefits whatsoever, except for the compensation set out in Article 3 hereof. Each Party shall be solely responsible for (i) all wages, salaries and other amounts due to its Representatives in relation to this Agreement and (ii) all obligations in respect of its Representatives relating to income tax withholdings, employment insurance premiums, workers’ compensation, health care and pension plan contributions and other similar employment-related responsibilities and liabilities.

2.2 The Contractor Will Not Contract On Behalf Of Company. The Contractor will not, without the prior written consent of the Company, enter into any contract or commitment in the name of or on behalf of the Company or bind the Company in any respect whatsoever, except as otherwise provided in this Agreement.

2.3 Subcontracts. The Contractor shall not subcontract any part of the Services without the prior written consent of the Company. Any such consent by the Company shall not relieve the Contractor from its obligations under this Agreement. The Contractor shall be responsible for the acts and omissions of any subcontractor engaged by it for the purpose of performing any part of the Services.

ARTICLE 3
REMUNERATION OF THE CONTRACTOR

3.1 Fee for Services. The Company agrees to pay the Contractor for the Services in accordance with Schedule B attached hereto (the “**Commercial Terms**”), which forms an integral part of this Agreement. During the term of this Agreement, the Contractor shall submit an invoice pursuant to the payment schedule set forth in Schedule B. Subject to Section 1.2(b) and Section 7.12 hereof, and to the Company’s satisfaction with the Services to which each invoice relates, the Company shall pay each invoice within 30 calendar days of receipt of such invoice and all supporting materials. The Contractor shall include in each invoice its **applicable tax** number and any other information that the Company may reasonably request. No other compensation for the Services will be paid unless otherwise negotiated and agreed to in writing by the Parties. The Company shall have no liability to the Contractor for any amounts other than as set out in this Agreement.

3.2 Applicable Taxes. The Contractor shall be liable for all taxes in respect of all amounts payable under this Agreement (including federal and provincial income taxes and other applicable statutory withholdings). The Contractor acknowledges and agrees that no taxes shall be deducted or withheld from any amounts payable under this Agreement, except as otherwise explicitly set out in the Commercial Terms. The Contractor shall collect and remit to the appropriate governmental authority all applicable taxes on amounts payable under this Agreement, in accordance with Applicable Law (as that term is defined below). If the Contractor fails to remit any taxes in accordance with Applicable Law, the Company may self-assess and remit such taxes. The Contractor shall comply with all reasonable instructions of the Company in respect of the collection and remission of applicable taxes on amounts payable under this Agreement.

3.3 Expenses. The Contractor shall be responsible for all expenses related to the performance of the Services, except as set out in the Commercial Terms.

3.4 Manner of Payment. All payments to the Contractor under this Agreement shall be solely by cheque or bank transfer. No payment shall be in cash or bearer instrument, and no payment shall be made to any Person other than the Contractor.

3.5 Audit Rights. The Contractor agrees that the Company shall have the right to audit the records and procedures of the Contractor and its Representatives for the purpose of verifying relevant costs. Further, the Company shall be entitled to conduct an audit with respect to all invoices submitted to it by the Contractor. Upon notice that the Company has elected to conduct an audit, the Contractor shall make available to the Company all supporting documents requested by the Company, including but not limited to invoices, receipts, and original entry records for all charges invoiced to the Company.

ARTICLE 4
COVENANTS OF THE CONTRACTOR

4.1 Services. The Contractor shall:

(a) perform the Services, and cause the Contractor's Representatives to perform the Services:

(i) in accordance with good, safe and workmanlike practices;

(ii) in a manner that is competent, diligent, efficient and satisfactory to the Company;

(iii) in accordance with the highest professional standards;

(iv) in a manner that meets the requirements, standards and specifications set out in the Scope of Services; and

(v) in a manner that does not infringe the intellectual property rights of any third party; and

(b) act, and cause the Contractor's Representatives to act, in the best interests of the Company at all times in the course of performing the Services; and

(c) except as otherwise provided herein, supply all materials and equipment necessary for the performance of the Services, and otherwise be responsible for maintaining its own premises and performing the Services from such premises.

4.2 Licences and Permits. Except as otherwise expressly provided herein, the Company shall be responsible for obtaining and maintaining all licences, permits and approvals, if any, necessary for performance of the Services. The Contractor shall be responsible for obtaining professional liability insurance coverage for it and all of its Representatives. In particular, and without limiting the generality of the foregoing, the Contractor warrants that it has obtained and paid premiums for workers' compensation coverage for itself and its Representatives pursuant to applicable workers' compensation legislation, and the Contractor shall, upon request, provide the Company with adequate evidence of its compliance with this Section 4.2.

4.3 Compliance with Laws, Regulations and Company Policies. Contractor represents and warrants that it has (or before commencing the Services will have) all licenses, permits, approvals and training required by applicable federal, state and local laws, regulations and ordinances to perform the Services (collectively, "**Applicable Law**"), and Contractor shall provide written documentation of the same to Company upon request. Contractor represents and warrants that it is not a nonresident alien individual, foreign partnership, foreign corporation or foreign person pursuant to 26 USC Sections 1441, 1442 or 7701. Contractor shall comply with all laws, rules and regulations of any governmental or regulatory body having jurisdiction over any phase of the Services, including, but not limited to, all laws relating to intellectual property, the environment, unemployment, workers compensation, social security, and the payment of taxes and wages. Contractor shall be solely responsible for complying with all applicable health and safety

requirements, including, without limitation, all applicable MSHA and OSHA requirements. Contractor shall comply with all relevant operating permits and approvals and all rules and regulations of any insurance company that may have issued a policy to Contractor or any permitted subcontractor. In addition, the Contractor and its Representatives shall comply with (a) all reasonable orders and directions given by the Representatives of the Company and (b) all policies of the Company that apply to the Contractor or the Services and that have been provided to the Contractor. Without limiting the generality of the foregoing, the Contractor and its Representatives shall execute and comply with the Company's Supplier Standards of Conduct, attached hereto as Schedule C, which forms an integral part of this Agreement.

4.4 Compliance with Anti-Corruption Laws.

- (a) **General:** Without limiting the generality of Section 4.3, the Contractor hereby agrees to take no actions, and to cause its Representatives, its affiliates and their respective Representatives to take no actions, of any nature that would contravene any provision of the United States Foreign Corrupt Practices Act ("**FCPA**"), the Canadian Corruption of Foreign Public Officials Act or the Criminal Code of Canada (collectively, the "**CFPOA**"), the OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions ("**OECD Convention**") or any similar laws or provisions applicable to the Contractor, including, without limitation, offering, paying, giving, requesting or accepting any advantage or anything of value, either directly or indirectly, to or from any Person for the purpose of influencing such Person to act improperly, or inducing such Person to do or omit to do any act in violation of his or her lawful duty or use his or her influence with any government, in order to assist the Contractor or any of its affiliates in obtaining or retaining business, or obtaining or retaining an advantage in the course of business, for or with, or directing business to, any Person. The Contractor hereby acknowledges and agrees that neither the Contractor nor any of its affiliates nor any of their respective Representatives has the right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or obligation, express or implied, in the name or on behalf of the Company or any of its affiliates for any purpose, including without limitation in any manner that would or could result in a violation or contravention of the provisions of the FCPA, the CFPOA, the OECD Convention or other similar laws or provisions applicable to the Contractor.
- (b) **Monitoring:** The Contractor agrees to monitor compliance by it, its affiliates and their respective Representatives with this Section 4.4 and promptly to notify the Company in writing, and provide Company with all relevant particulars, of any violation or suspected violation of this Section 4.4 or any applicable anti-corruption law or provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention), or any request for information regarding the same, involving the Company, its affiliates, any of their respective Representatives or the Services.
- (c) **Consent:** The Contractor consents to the Company reporting to any governmental authority any violation or suspected violation of this Section 4.4 by the Contractor, its affiliates or their respective Representatives, and agrees to comply and cooperate in any inquiry or investigation by or on behalf of the Company relating to compliance with or a breach of this Section 4.4 or any Applicable Law or anti-corruption provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention). The Contractor also agrees to provide, upon the Company's request, any documents or other information in connection with any such inquiry or investigation,

to the fullest extent permissible under any Applicable Law (including any data privacy law or blocking statutes).

- (d) **Audit:** The Contractor agrees that the Company shall have the right to audit compliance of Contractor, its affiliates and their respective Representatives with Section 4.4, and inspect all records and procedures of Contractor, its affiliates and their respective Representatives to verify compliance with this Section 4.4.
- (e) **Familiarity:** The Contractor represents that it is familiar with the FCPA, the CFPOA, the OECD Convention and any other similar laws or provisions applicable to the Contractor and their purposes. In particular, the Contractor represents that it is familiar with the provisions that prohibit offering, giving, accepting or requesting anything of value, either directly or indirectly, to or from any Person (including foreign government officials) for the purpose of improperly influencing an act or decision, or inducing such Person to use such Person's influence with a foreign government, to assist a company in obtaining or retaining business or an advantage in the course of business, for or with, or directing business to, any Person.
- (f) **Proceeds:** The Contractor represents and warrants that none of the Contractor's partners, owners, principals or Representatives is an official, officer or representative of any government, and that no part of the compensation to be provided to Contractor under this Agreement shall be accepted or used by the Contractor for any purpose that would constitute a violation or contravention of (i) any Applicable Law, (ii) the laws of the United States or Canada, including the FCPA and the CFPOA or (iii) the OECD Convention.

4.5 Protected Information.

- (a) **Definitions:** For the purposes of this Agreement, the following terms shall have the meanings set out below:
 - (i) **"Authorized Representative"** means any Representative of the Contractor or any of its affiliates, or any financial, legal or other advisor of the Contractor or any of its affiliates, or any consultant, contractor or subcontractor of the Contractor or any of its affiliates, in each case where (i) the duties of such Person require such Person to process, review, use or otherwise be informed of Protected Information for the purpose of performing the Services and (ii) such Person is subject to confidentiality obligations that apply to the Protected Information and are at least as stringent as those contained in this Section 4.5;
 - (ii) **"Confidential Information"** means all information, data, knowledge and know-how, in whatever form and however communicated, relating directly or indirectly to the Company or any of its affiliates and their respective properties and other assets, technologies, businesses or operations, previously, now or hereafter delivered or disclosed by or on behalf of the Company to the Contractor or its Authorized Representatives, or that is or was otherwise learned or obtained by the Contractor or its Authorized Representatives. Without limiting the generality of the foregoing, Confidential Information includes raw data from the Company's technical applications, including drill

hole and assay data, ore body and geospatial models, development plans, topographical data and aerial imagery, and also includes any information belonging to a third Person that has been disclosed to the Company subject to an obligation of confidentiality;

- (iii) **“Person”** means any natural person, partnership, company, corporation, unincorporated association, governmental authority or other agency, trust, trustee or other entity, howsoever designated or constituted;
- (iv) **“Personal Information”** means all information about identifiable employees, customers or potential customers of the Company or any of its affiliates or other individuals, including personnel records and any other Personal Information pursuant to applicable state and federal laws governing the protection of personal information in the private sector applicable to the Contractor or the Company (collectively, **“Applicable Privacy Legislation”**); and
- (v) **“Protected Information”** means and shall include both Confidential Information and Personal Information.

- (b) Confidential Information – Confidentiality and Limited Use: The Contractor acknowledges that certain Confidential Information will be received by the Contractor and its Representatives during the course of performing the Services. Subject to Section 4.5(c) below, the Contractor shall only use the Confidential Information as is necessary for the performance of the Services, and for no other purpose, and shall hold the Confidential Information in strict confidence and not disclose same to any other Person, including any employee, contractor or subcontractor of the Contractor, either before, during or after the performance of the Services, except with the prior written consent of and on terms acceptable to the Company, in its sole and absolute discretion (which consent may be arbitrarily withheld or withdrawn at any time).
- (c) Exceptions: The restrictions in Section 4.5(b) above shall not apply where the Confidential Information:

- (i) subject to Section 4.5(e) below, is disclosed by the Contractor to an Authorized Representative;
- (ii) is in the public domain at the time of disclosure to the Contractor, or later enters the public domain other than by breach of this Section 4.5;
- (iii) was in the Contractor's lawful possession prior to disclosure by or on behalf of the Company or any of its affiliates, as confirmed by written records, and was not subject to any obligation of confidentiality to the Company or any of its affiliates;
- (iv) is lawfully acquired by the Contractor from a third Person who is under no obligation of confidentiality in respect of such information, but only to the extent permitted by that third Person; or
- (v) subject to Section 4.5(f) below, is required by Applicable Law, court order, court proceeding or the rules or policies of any stock exchange or governmental or regulatory authority having jurisdiction in the matter to be disclosed by the Contractor.

No specific information will be deemed to be within any of the exceptions contained in this Section 4.5(c) (the “**Exceptions**”) merely because such information is within the scope of more general information that is within one or more of the Exceptions. Further, in the event of any dispute between the Parties as to whether specific information is within one or more of the Exceptions, the Contractor will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed Exception(s).

(d) Personal Information – Compliance and Limited Use: The Contractor warrants and agrees, for itself and on behalf of its Authorized Representatives to:

- (i) only collect, use or disclose Personal Information as is necessary for the performance of the Services, and for no other purpose; and
- (ii) strictly comply with Applicable Privacy Legislation in the course of any such collection, use and disclosure of any Personal Information, as permitted hereby, in relation to the performance of the Services.

The Contractor further warrants and agrees that:

- (i) subject to Section 4.5(f) below, only its Authorized Representatives will have access to Personal Information, and each such Person will be instructed and required to treat the

Personal Information in accordance with the terms and conditions provided herein and Applicable Privacy Legislation;

- (ii) appropriate security safeguards will at all times be implemented in respect of the collection, use, disclosure, transmission, storage and destruction of Personal Information, having regard to the form and sensitivity of the Personal Information; and
 - (iii) neither the Contractor nor any of its Authorized Representatives will make, or permit or cause to be made, any unnecessary copies of any Personal Information.
- (e) Authorized Representatives: The Contractor shall use its best efforts to minimize the risk of disclosure of Protected Information by ensuring that only Authorized Representatives will have access thereto, and shall otherwise take all reasonable precautions to safeguard and preserve the strict confidentiality of the Protected Information in accordance with this Agreement and Applicable Privacy Legislation, including in each case advising its Authorized Representatives of the confidential nature of the Protected Information and the relevant provisions of this Agreement and Applicable Privacy Legislation.
- (f) Protective Orders: If the Contractor or any of its affiliates or Authorized Representatives becomes legally compelled to disclose any of the Protected Information, the Contractor shall provide the Company with prompt notice so that it may seek a protective order or other appropriate remedy at law or in equity and/or waive compliance with the provisions of this Agreement. The Contractor shall delay any such disclosure for as long as reasonably possible (without incurring any liability for failure to make such disclosure) in order to permit the Company to seek such protective order or other remedy. If such protective order or other remedy is not obtained by the Company, the Contractor shall only disclose or, as applicable, ensure that any Authorized Representative of the Contractor only discloses, that portion of the Protected Information that is legally required to be disclosed, and the Contractor shall exercise its best efforts to obtain a protective order or other reliable assurance that such Protected Information will receive confidential treatment in accordance with the spirit of this Agreement. If the Contractor or any of its affiliates or Authorized Representatives receives a request from a third party to disclose any of the Protected Information, but the Contractor is not required by Applicable Law to disclose such Protected Information, the Contractor shall promptly decline the request and notify the Company in writing.
- (g) Privileged Material: The Contractor acknowledges that certain of the Company's books, records and information representing or containing Confidential Information to which the Contractor may be given access are books, records and information to which attorney-client privilege, attorney work-product privilege and/or other privilege (collectively, "**Privilege**") attaches. Except where the Confidential Information so indicates on its face, the Company shall be required to identify to the Contractor which Confidential Information is subject to Privilege (collectively, "**Privileged Material**"). The Contractor recognizes and acknowledges that the Company has a material

interest in the preservation of Privilege in respect of Privileged Material. The Contractor agrees (acting on its own behalf and as agent for its Affiliates) that:

- (i) such access is being provided solely for the purposes set out in this Agreement;
 - (ii) such access is not intended and should not be interpreted as a waiver of any Privilege in respect of Privileged Material or any right to assert or claim Privilege in respect of Privileged Material. To the extent there is any waiver, it is intended to be a limited waiver in the Contractor's favour, solely for the purposes set out in this Agreement;
 - (iii) the Contractor shall keep the Privileged Material in strict confidence, and disclose such material solely to its Authorized Representatives and only to the extent required for the purposes of this Agreement;
 - (iv) at the Company's request, all copies of Privileged Material, and any notes that would disclose the contents of Privileged Material, will be destroyed or returned to the Company; and
 - (v) at the Company's request, the Contractor shall claim or assert, or co-operate to claim or assert, Privilege in respect of the Company's Privileged Material.
- (h) Return of Information: Upon the Company's written request therefor, the Contractor shall return to the Company any and all Protected Information in the possession or control of the Contractor, any of its affiliates or Authorized Representatives, and destroy all copies of any and all analyses, compilations, studies or other documents prepared by the Contractor, its affiliates or Authorized Representatives based upon the Protected Information, and a senior officer of the Contractor shall certify same in writing.
- (i) Remedies: The Contractor acknowledges that the Protected Information is proprietary and confidential to the Company, which will be irreparably damaged if any of the provisions contained in this Section 4.5 are not performed by the Contractor, its affiliates or Authorized Representatives in accordance with the terms set out herein. The Contractor agrees that monetary damages will be inadequate to compensate the Company for any breach of this Section 4.5, and the Company shall have the right to an immediate injunction or other available equitable or legal relief in any court of competent jurisdiction, enjoining any breach or threatened breach of this Section 4.5 by the Contractor, its affiliates or Authorized Representatives.

4.6 Work Product. The Contractor acknowledges and agrees that the Company shall have exclusive, unlimited ownership rights to any and all work product developed by the Contractor or any of its Representatives, either solely or jointly with others, in connection with performance of the Services, whether as individual items or a combination of components, including but not limited to any information, data, text, document, electronic file, computer program, image, drawing, chart, schematic, invention, prototype, improvement, method or creation (collectively, "**Work Product**"). All Work Product shall be deemed to be works made for hire and made in the course of the Services rendered, and shall belong exclusively to the Company, with the Company having the sole right to obtain, hold and renew, in such name and for such benefit as it sees fit, patents, copyrights, registrations and other protection which may be appropriate to the nature or subject matter thereof. The Contractor represents and warrants that it shall deliver all such other written assurances as are necessary to confirm the Company's sole right, title and interest in and to all Work Product including,

without limitation, all necessary assignments and/or waivers. Notwithstanding anything to the contrary in this Agreement, the Contractor shall not transfer to the Company any ownership interest in intellectual property in existence prior to the date of this Agreement (“**Retained Intellectual Property**”). To the extent that any Retained Intellectual Property is included or incorporated in any Work Product, the Contractor grants to the Company a perpetual, irrevocable, fully paid-up, royalty-free, worldwide and non-exclusive licence to use such Retained Intellectual Property for the purpose of using such Work Product.

4.7 Non-Solicitation. During the term of this Agreement and for a period of one year following its expiration or termination, the Contractor shall not directly or indirectly employ, engage, contract with or solicit for employment any director, officer or employee of the Company or any of its affiliates, or assist any third party in any such activity, without the prior written consent of the Company.

4.8 Liens and Claims. The Contractor shall ensure that no laborer, materialman or mechanic of the Contractor files or claims any mechanic's or other lien against any property on account of the performing or furnishing of any labor, services, materials or equipment in connection with performance of the Services. If any such lien is filed or claimed either before or after termination of this Agreement, the Contractor shall reimburse to the Company (a) the full amount, including costs, that the Company is adjudged by a court of competent jurisdiction liable to pay to discharge such lien, (b) the full amount of the Company's reasonable expenses of litigation and (c) the full amount, including related costs, that the Company may elect to pay to discharge such lien and thereby avoid litigation. The Company may withhold from any payment then due or to become due to the Contractor an amount sufficient to fully compensate the Company for any such loss or expense.

4.9 Insurance. During the term of this Agreement and for a period of at least one year following its expiration or termination, the Contractor shall provide and keep in force such insurance as is required by the law of the jurisdiction in which the Services will be performed, but in no event shall such insurance provide less than the following coverage:

(a) Statutory workers' compensation and occupational disease disability insurance for all employees of the Contractor. Such insurance shall cover claims filed under the workmen's compensation law of the jurisdiction in which the Services are to be performed, or any law of any jurisdiction under which liability for any compensation claims shall arise.

(b) Employer's liability insurance in the amount of \$1,000,000 to cover claims based on common law filed by the Contractor's employees for injuries (including death) as well as occupational diseases in the minimum amount of \$1,000,000 per person and \$1,000,000 per occurrence.

(c) Comprehensive automobile liability insurance covering owned, non-owned and hired vehicles with minimum bodily injury (including death) limits of \$1,000,000 each accident and minimum property damage limits of \$1,000,000 each accident.

(d) Comprehensive general liability insurance, including broad contractual liability with minimum bodily injury (including death) limits of \$2,000,000 each occurrence and

minimum property damage limits of \$1,000,000 each occurrence.

(e) Professional liability insurance in the minimum amount of \$1,000,000 per occurrence.

The amount of such insurance, the forms of the policies, the companies issuing the same, and all other matters with respect to the adequacy of insurance protection shall be subject to the prior and continuing approval of the Company, and certificates of such insurance (ACCORD form or equivalent) evidencing that the coverages are maintained in force shall be deposited with the Company prior to commencement of the Services. All such policies shall name the Company as an additional insured, shall contain a waiver of subrogation in favor of the Company and shall include a provision to the effect that Company shall be given not less than thirty (30) days prior written notice by certified mail of any cancellation or change that affects the coverage, and any certificates deposited with the Company shall recite such provision.

4.10 Release. Upon Company's request, Contractor shall, concurrent with final payment by Company, execute and deliver to Company, in form satisfactory to Company, a release and complete discharge of and from any and all claims and demands by Contractor and any subcontractors arising out of or in any manner connected with this Agreement or the Services.

ARTICLE 5 TERMINATION

5.1 Termination by Company or the Contractor.

(a) The Company may terminate this Agreement at any time for convenience upon seven (7) days of prior written notice to the Contractor. In the event that this Agreement is terminated pursuant to this Section 5.1(a) before the plant arrives at Bald Mountain, the Company shall pay the Contractor for the plant rental fee not to exceed \$30,000. In the event that this Agreement is terminated pursuant to this Section 5.1(a) following the arrival and installation of the plant the actual weekly rental rate will be paid, plus expenses duly incurred and the Contractor's reasonable direct costs associated with such termination. The Company shall only be liable for termination costs supported by documentation that is reasonably satisfactory to the Company.

(b) The Company may terminate this Agreement at any time without advance notice, or payment in lieu of notice, for any breach of this Agreement by the Contractor or any of the Contractor's Representatives. In the event that this Agreement is terminated pursuant to this Section 5.1(b), the Company shall pay the Contractor for Services performed to the Company's satisfaction up to the date of termination.

(c) Without limiting the generality of Section 5.1(b), the Company may terminate this Agreement at any time without advance notice if (i) it has a reasonable basis for concluding that the Contractor has breached any provision of Section 4.4 or (ii) any governmental or regulatory body having jurisdiction over the Contractor or any aspect or part of the Services alleges that the Contractor or any of its Representatives has acted in a manner that breaches Section 4.4. In the event that this Agreement is terminated pursuant to this Section 5.1(c), the Company shall pay the Contractor for Services performed to the Company's satisfaction up to the date of termination.

(d) In the event that the Company fails to pay the Contractor for the Services as required by this Agreement, and does not remedy such failure within thirty (30) days of receipt of written notice from the Contractor, the Contractor may terminate this Agreement. In the event that this Agreement is terminated pursuant to this Section 5.1(d), the Company shall be liable to the Contractor for Services performed to the Company's satisfaction up to the date of termination, plus expenses duly incurred and the Contractor's reasonable direct costs associated with such termination. The Company shall only be liable for termination costs supported by documentation that is reasonably satisfactory to the Company.

(e) In the event that this Agreement is terminated pursuant to Section 5.1(a), (b), (c) or (d), the Contractor shall, upon the Company's request, deliver to the Company all Work Product, whether complete or in progress.

5.2 Suspension of Services. The Company may at any time order the Contractor to temporarily suspend all or any part of the Services for such period of time as may be determined by the Company to be necessary or desirable, without incurring any additional liability to the Contractor. The Contractor shall promptly suspend its performance of the Services upon receipt of written notice to do so from the Company, and shall promptly resume performance of the Services upon receipt of written notice to do so from the Company. If the suspension exceeds **four** weeks, or if the Contractor will incur significant additional expense as a result of the suspension, the Contractor may elect to terminate this Agreement, in which case the Contractor shall be paid for all Services performed to the Company's satisfaction up to the date of suspension. In no event shall the Contractor be entitled to any damages, including loss of anticipated profits, on account of any suspension.

5.3 Provisions Which Operate Following Termination. Any obligation of either Party that by its nature extends beyond the expiration or earlier termination of this Agreement, including but not limited to the Contractor's obligations under Sections 4.5, 4.6, 4.7, 4.8, 4.9, 4.10 and Article 6, shall survive and continue in full force and effect following any termination or expiry of this Agreement.

ARTICLE 6 DEFECTS, WARRANTY AND INDEMNIFICATION

6.1 Defects. In the event that the Company identifies any of the Services as being defective, deficient or otherwise failing to meet the requirements and standards set out in this Agreement ("**Defective Services**"), the Company may within **1** week of the completion of the Services instruct the Contractor to (i) correct or re-perform such Defective Services and (ii) repair, replace or reconstruct, as applicable, any equipment or physical works that have been manufactured, assembled,

installed or built incorrectly as a result of the Defective Services. The Contractor shall comply with the Company's instructions promptly and at its own cost. In the event that the Contractor fails to satisfy its obligations under this Section 6.1, the Company may do so or engage a third party to do so, and the Contractor shall be liable to the Company for the associated costs.

6.2 Warranty. The Contractor warrants that its Services, and, in particular, its IXOS®- AuC adsorption, desorption, recovery (ADR) pilot plant system once installed at the Company's site shall perform with reasonable and expected availability at or above [*]%. [*

Commercially sensitive performance thresholds and payment obligation impacts redacted

*].

6.3 General Indemnity. The Contractor shall indemnify and hold harmless the Company and its affiliates, and their respective Representatives (each an “**Indemnitee**” and collectively, the “**Indemnitees**”) from and against all expenses, costs, charges, taxes, penalties, claims, damages and liabilities, including, without limitation, legal fees on a full indemnity basis (collectively, “**Losses**”) that any Indemnitee may suffer, sustain or incur as a result of:

- (a) any act or omission of the Contractor or any of its Representatives in connection with the performance of the Services;
- (b) any breach of this Agreement by the Contractor or any of its Representatives;
- (c) personal injury or death of any Person caused by the Contractor or any of its Representatives;
- or
- (d) damage to property or loss of property belonging to any Person caused by the Contractor or any of its Representatives;

in each case, except to the extent of the negligence or wilful misconduct of the Company or any of its Representatives.

6.4 Employment Indemnity. The Contractor shall indemnify and hold harmless the Indemnitees from and against all Losses that any Indemnitee may suffer, sustain or incur in the event that any government authority determines that the Contractor or any Representative of the Contractor is an employee of the Company or any of its affiliates.

6.5 Tax Indemnity. The Contractor shall indemnify and hold harmless the Indemnitees from and against all Losses that any Indemnitee may suffer, sustain or incur in respect of any taxes or levies for which the Contractor is liable under this Agreement or pursuant to Applicable Law.

6.6 Exclusion. Neither Party shall be liable under this Agreement for any indirect, special or consequential Losses, including but not limited to loss of profit; provided, however, that this sentence

shall not limit any liability of the Contractor for Losses arising from fraud, gross negligence, wilful misconduct, claims initiated by third parties or breaches of this Agreement relating to confidentiality and intellectual property.

ARTICLE 7

INTERPRETATION AND ENFORCEMENT

7.1 Force Majeure. Neither Party shall be in default of any obligation under this Agreement due to any delay or failure to perform such obligation if such delay or failure arises out of causes beyond such Party's control, including but not limited to acts of God, war (declared or undeclared), civil commotion, blockades, acts of the public enemy, acts of government, general strikes, embargoes or unusually severe weather (each, a "**Force Majeure Event**"). Upon the occurrence of any Force Majeure Event, the affected Party shall promptly notify the other Party of the occurrence and anticipated duration of the Force Majeure Event and use commercially reasonable efforts to mitigate its effect, and the Parties shall confer to decide on the necessary action. The Parties agree that unavailability of funds shall not be considered a Force Majeure Event.

7.2 Sections and Headings. The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof, and include any agreement or instrument supplemental or ancillary hereto.

7.3 Number. In this Agreement, words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and *vice versa*.

7.4 Precedence. The Parties agree that (i) these terms and conditions are intended to be read in conjunction with Schedule A, Schedule B and Schedule C and (ii) all parts of this Agreement are intended to operate together. In the event of any conflict or inconsistency between these terms and conditions and Schedule A, Schedule B or Schedule C, these terms and conditions shall prevail to the extent of the conflict or inconsistency.

7.5 Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

7.6 Entire Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior understandings and agreements relating thereto. The execution of this Agreement has not been induced by nor do the Parties rely upon or regard as material, any covenants, representations or warranties whatsoever relating to the subject matter hereof not expressly incorporated herein and made a part hereof.

7.7 Construction. This Agreement shall be deemed to have been drafted by both Parties.

7.8 Amendments and Waivers. This Agreement may not be amended except by agreement in writing signed by both Parties. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, will be limited to the specific breach waived. Any failure by a Party to insist upon strict adherence to any one or more of the terms of this Agreement on one or more occasions shall not be construed as a waiver of any such term by that Party nor deprive that Party of the right to require strict compliance thereafter with the same or any other term of this Agreement.

7.9 Assignment. This Agreement may not be assigned by the Contractor without the prior written consent of the Company. The Company may assign or otherwise transfer this Agreement or any of its rights hereunder without the consent of the Contractor.

7.10 Severability. If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

7.11 Notices. All notices, requests, acknowledgments, confirmations, permissions, instructions, consents, acceptances and other communications required or permitted under this Agreement shall be in writing and shall be delivered to the mailing address or email address for the relevant Party set forth below, or to such other address as the receiving Party may designate in writing:

If to the Company: KG Mining (Bald Mountain) Inc.

Mailing address: State Route 892, Ely NV 89301

Attention: [* *Personal information redacted* *]

Email address: [* *Personal information redacted* *]

If to the Contractor: 6th Wave Innovations Corp

Mailing address: 615 Arapeen Dr. Suite 303, Salt Lake City, UT 84108

Attention: [* *Personal information redacted* *]

Email address: [* *Personal information redacted* *]

7.12 Dollar Amounts. All references herein to dollar amounts refer to United States dollars.

7.13 Set-off. The Company may withhold from any payment due or to become due to the Contractor a reasonable amount sufficient to satisfy fully any liability of the Contractor to the Company under this Agreement.

7.14 Governing Law; Venue. This Agreement has been made, and any dispute relating to this Agreement shall be determined, in accordance with the laws of the state of Nevada, and the Parties hereby irrevocably submit and consent to the exclusive jurisdiction of the state and federal courts located in the state of Nevada in connection with any such dispute, provided, however, that the

judgments of such courts shall be enforceable both within and outside of the state of Nevada.

7.15 Execution, Delivery and Performance. The Contractor represents and warrants, and acknowledges that the Company is relying on such representations and warranties in entering into this Agreement, that the Contractor's execution and delivery of this Agreement, and the Contractor's performance of its obligations hereunder including, without limitation, performance of the Services, will not conflict with or result in a breach of any covenants or agreements contained in, or constitute a default under, any indenture, agreement or other instrument or obligation whatsoever to which the Contractor is a party or by which the Contractor is bound.

7.16 Legal Advice. THE CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT HAS BEEN APPRISED OF ITS RIGHTS TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE TERMS OF THIS AGREEMENT AND THE NATURE AND CONSEQUENCES OF THE TERMS THEREOF. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN GIVEN ADEQUATE OPPORTUNITY TO OBTAIN SUCH INDEPENDENT LEGAL ADVICE AND HAS EITHER OBTAINED OR WAIVED ITS RIGHT TO SUCH INDEPENDENT LEGAL ADVICE.

7.17 Counterparts. This Agreement may be executed and delivered in any number of counterparts with the same effect as if the Parties had all signed and delivered the same Agreement, and each counterpart will be construed together to be an original, and will constitute one and the same Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first shown above.

KG Mining (Bald Mountain) Inc.

6th Wave Innovations Corp

By: /s/ Bruce Thieking

By: /s/ Jonathan Gluckman

Name: Bruce Thieking

Title: President and General Manager

Date:

Name: Jonathan Gluckman

Title: Chairman & CEO

Date: 22 March 2018

I have authority to bind the Company.

I have authority to bind the Contractor.

SCHEDULE A
SCOPE OF SERVICES

6th Wave Innovations Corp will install, operate, and report on results of an IXOS[®] - AuC adsorption, desorption, recovery (ADR) pilot plant system. The system will be installed by 6th Wave Innovations Corp (6WIC) and its subcontractors, [* *Personal information redacted* *] on site at Kinross Gold's Bald Mountain Mine (BMM).

6th Wave Innovations Corp (6WIC) IXOS[®] - will take the AuC extraction beads for gold and silver and test them using clarified pregnant solution from the BMM in a pilot-sized system. Data will be mined to provide detailed data to justify building a full-sized IXOS[®] elution plant at BMM, should BMM chose in its sole discretion at some later time and subject to a new bidding process and contract.

Using the pilot system, and using the results of the pilot system, data will be provided to BMM sufficient to allow it, in its sole discretion, to proceed, at some later time and subject to a new bidding process and contract, with development of engineering designs and OPEX and CAPEX estimates for scale-up to a full-sized system.

The test conditions and instrumentation will be set up to obtain data related to the following research objectives:

1. Validate the capacity and selectivity of the beads in actual mine conditions.
2. Validate that the beads will support flow rates of the pregnant solution that are comparable to those used for carbon.
3. Evaluate the operational set up and operation of the beads from loading through elution/regeneration with the intent of providing data to be used for the design criteria and development of a full-sized system.
4. Evaluate cost of operations and provide information to be used for a cost and yield comparison to existing operations.
5. Establish parameters for reagents and efficiencies in adsorption and electrowinning.
6. Evaluate additional parameters as required by mutual decision of 6WIC and BMM.

Metrics of success shall include:

1. IXOS® beads perform at approximately the same levels of capacity and selectivity in actual operation as they do in the laboratory
2. IXOS® beads do not show fouling or other functional changes in performance across reuse when loaded with actual PLS
3. IXOS® beads work at the temperature ranges of an actual mine.
4. IXOS® show loading characteristics across temperature and changes in PLS that allow for design of a stable system
5. Data support potential cost savings for using IXOS® over activated carbon
6. Others to be defined

Pilot Plant Description

A pilot-scale functional test of 6WIC's beads will be conducted on-site utilizing a trailer mounted pilot plant. The pilot plant is arranged as a counter-current cascade system like typical CIC systems in use at mines world-wide. The unit will include the elution and electrowinning system and enough IXOS® beads to perform a variety of testing. The two systems will be designed such that the operation of the system will conform to safety and environmental standards required in the state of Nevada. The desorption skid can be dismounted from the trailer and placed in a separate area to ensure no mixture of acids and cyanide containing solutions occurs.

This type of testing requires a slip-stream of solution from the active plant. The slip-stream will report to the pilot system in real time so that the actual efficiency of the pilot system can be directly compared. The pilot system will be operated such that the mass of IXOS® required, stage efficiencies, chemical consumption, and electrowinning efficiency can be optimized and quantified. All data will be analyzed by both 6WIC and Kinross personnel.

The pilot plant will include details for tie-points into the active adsorption system, electrical and utility connections, containment requirements, and disposition of the resulting barren solutions. The system will come with an operating manual which will include start-up and shut-down instructions, batch operation of the elution system, safety information for all chemical used in elution, PPE requirements, and hazard information. 6WIC will have qualified personnel on-site to install and remove the system and instruct Kinross personnel on its safe operation.

Execution:

The Research Project will be executed in five parts:

- Pre-test
- Deployment and Start-up
- Operation
- Shutdown and Removal
- Post-test analysis/reporting.

The following is a description of the main tasks that will be performed under this Project to ensure that the goals are met:

Pre-Test Set Up:

Before the pilot plant can be sent to BMM, the two companies must agree on a plan to implement the install of the plant and decide the criteria for operation. The implementation will require some pre-test set up and information. This includes but are not limited to the following:

1. Kinross BMM will provide information to 6WIC related to the operations, hydrometallurgy, installation location, and equipment available on-site that can be used during the test. BMM will prepare the site for the installation and operation of the pilot plant.
 - a. Specific location for the testing. The location should be on containment and close to the PLS pond or CIC tanks.
 - b. Description of the tie-points, flanges, electrical connections, pressure and flow of PLS and fresh water. Any modifications needed to use or tap these systems will be communicated between 6WIC and its affiliates, and BMM.
 - c. Specific requirements for additional containment, acid/base separation, chemical storage and preparations, on-site chemical analysis (ie. 6WIC requires area for titrations and other small-scale analyses).
 - d. Current PLS concentrations of gold, silver, mercury and thiocyanate, overall loading efficiency, mass of carbon used, advance schedule, PLS flow rates, carbon inventory (Au only), loading targets, column stage efficiency if known.
 - i. Pre-test baseline should be established so that a before, during and after comparison can be made to the pilot plant performance.

- e. Site specific training for 6WIC personnel and any additional PPE requirements beyond required PPE required to operate the pilot plant.
- f. Specific requirements for safety and environment, including number of fire extinguishers required, LOTO requirements, contaminant spills and hazard response criteria. Direct communication with the on-site safety and environmental manager is recommended.

2. 6WIC will provide the following documents and data:

- a. All chemicals and supporting equipment needed to execute the project.

Before installing the pilot plant on site, 6WIC will provide the following:

- b. Calculations to support the amount of chemical needed for elution. Elution agent Mix of Thiourea/Sulfuric Acid (1 molar/0.5 molar) will be used for elution of Au columns.
 - i. Dry thiourea bags
 - ii. 93% Sulfuric Acid
- c. Estimation of any mercury emissions to ensure the system falls into 'De Minimis' covered by BMM's current air quality permit as defined by NDEP.
- d. Drawings for tie-points including size and type of connections. Interface requirements between test system and mine include:
 - i. PLS, Barren solution
 - ii. Fresh water connections
 - iii. Electrical connections
 - iv. Contained area to place the trailer (trailer will have on-board containment; the contained area is considered secondary)
 - v. Security of Electrowinning system
- e. Drawings and supporting calculations for electrical requirements including phase, voltage requirements, and energy draw.

- f. Drawings to support 110% containment of chemicals and solutions on the skid based on the largest container.
- g. Drawings to support separation of acids and bases.
- h. Procedures for any laboratory analysis including a list of equipment and chemicals.
- i. SDS's, hazard identification and hazard response plan
- j. Operating manual
- k. Lockout-tagout-tryout procedures.
- l. Statement of safe working conditions.

Deployment and Startup:

After both companies are satisfied that all the pre-test conditions are met, a schedule for system deployment will be agreed upon. Deployment timelines will depend on the pilot plant's location. Start-up includes installing the unit and doing initial testing to set up the experiment for steady-state operations. On site operations personnel assigned to the pilot plant are encouraged to participate in start-up under the direction of 6WIC personnel.

1. 6WIC will deploy the pilot system to BMM. The pilot plant will arrive on-site accompanied by two qualified personnel. The personnel will remain on-site until the pilot plant is installed and operating properly. The system to be installed will consist of the following

- a. Cascade IIC (IXOS® in Column) skid
 - i. , [* *Commercially sensitive technical information redacted* *],
 - ii. Each column will be made of compatible materials of construction.
 - iii. Heating system for elution
 - iv. Chemical cabinets for laboratory chemicals used in analysis
 - v. Specific glassware and other miscellaneous laboratory equipment specific to the pilot plant operation and maintenance.
 - vi. Containment designed for high pH systems
- b. Desorption system skid:
 - i. One (1) elution system with in-line electrowinning cell
 - ii. Chemical make-up tanks and spill pallets for elution system chemicals
 - iii. Containment designed for low pH systems.

2. Startup includes:

- a. Adsorption System skid
 - i. Checking mechanical operation of moving parts
 - ii. Connecting to PLS
 - iii. Wet-testing system without IXOS® at design flow of 10 gpm.
 - iv. Adding IXOS® to columns, adjusting mass, taking measurements.

- b. Desorption System skid
 - i. Set up of strip system
 - ii. Mechanical checks
 - iii. Wet testing system with water
 - iv. Testing IXOS® movement from adsorption to desorption
 - v. Preparation of elution chemicals
 - vi. Storage of operations chemicals
 - c. Additional materials:
 - i. Additional connections for tie points as needed
 - ii. Elution columns for inventory calculations
 - iii. Test notebook with data collection sheets
 - iv. Test tubes, caps, and holders for collection of daily samples.
 - v. SDS and Operation Manual Binder
 - vi. Sign-in log
 - vii. Lighting
 - viii. Fire extinguisher
 - ix. Hand trucks for moving equipment
 - d. Implementation and operating plan including complete description of all processes that will be performed and a user guide on how to operate and monitor the system. This shall include final documentation of:
 - i. Operating plan
 - ii. Schematic diagram of the system to be implemented.
 - iii. Checklists
 - iv. Test Protocol
 - v. Contact Data
 - e. All required 6WIC personnel will participate in any safety training and certifications that may be required to gain access and perform the testing on site.
3. BMM will provide the following for start-up:
- a. Support personnel for safety and environment
 - b. Oversight personnel for set-up
 - c. Mechanics and instrumentation personnel as needed
 - d. Qualified equipment operator for fork lift
 - e. Support personnel for training and data collection
 - f. Access the laboratory, AA instrument, and space for conducting analysis

Operations

The pilot plant will operate in steady-state for a specified number of days agreed to by 6WIC and Kinross BMM. Initial operations include:

1. 6WIC personnel train the operations personnel in basic functions of the adsorption and desorption skills
 - a. Mechanical function
 - b. Manual operations
 - c. Instruments monitoring and data collection
 - d. Laboratory analysis of elution
 - e. Sampling
 - f. Basic calculations
2. Elution schedules will be based on BMM loading targets. Initial testing should be conducted at current targets. BMM personnel will be required to perform the elutions once steady-state operation has been achieved. Periodic visits may be made on request or 6WIC may request a visit to evaluate operations.
3. Regular meetings should be scheduled to ensure testing is proceeding as designed. Changes to testing regimes can be implemented after discussion with the team.
4. [* *Commercially sensitive financial information redacted*

*].

Shutdown and Removal

1. At the end of the testing period 6WIC personnel will pack and prepare for shipping all the equipment that it brought and/or shipped for the testing.
 - a. Two or more personnel from 6WIC will arrive to supervise shutdown and removal.
 - b. Inspection of equipment and documentation of any mechanical problems or replacement equipment.
 - c. Removal of any unused chemicals
 - d. Disposal of any effluents that cannot be sent to the barren solution system at an off-site facility

2. BMM will provide personnel to assist with the removal of equipment
 - a. Mechanics and instrumentation for disconnecting tie-points
 - b. Fork lift operator for desorption system.
 - c. Operations personnel for wash-down and clean-up activities.
 - d. Supervision for shutdown and removal
 - e. Certification of

Post-Test Analysis/Reporting

3. 6WIC will analyze that data, and provide a complete report to BMM on the results of the test. The report will address all the points identified in the Purpose and Goals above and any other points of interest identified by BMM.
4. The results will be provided to BMM in written form. 6WIC will also travel to BMM to present the results of the study to management.
 - a. Assuming that the testing results are positive, 6WIC will prepare a recommended implementation plan for consideration by Kinross.

Roles and Responsibilities

All 6WIC key personnel to be used for this program are already on staff (see Section on Personnel Qualifications for Bios)

Key Personnel

- [** Personal information redacted **], Program management and technical expert
- [** Personal information redacted **], Chief Scientific Officer
- [** Personal information redacted **], Chemist
- [** Personal information redacted **], Program Management
- [** Personal information redacted **], Process Engineering

Organizational Roles and Responsibilities

- Kinross BMM will be responsible for
 - Participation in developing/approving the detailed requirements for test and providing safety or other data to 6WIC for development of the pilot system.
 - Identifying and providing necessary clearances for an appropriate site for installation of the equipment and performance of the test. This responsibility includes providing space, access to pregnant solution, and power.
 - Purchase and installation of all equipment needed to get the pregnant

solution to the pilot test site and to remove the gold and silver barren solution that is generated by the test.

- Providing any manpower required to transport the equipment to the test area upon delivery, removal of the equipment to the shipping point at the end of the test, collect samples, and to monitor the testing during the operation to the extent that may be needed.
- Providing operating details of the mine that provide comparable data for evaluation of the efficacy of the beads from an operational perspective.
- 6WIC will be responsible for:
 - All customer interface, program management, test protocol development, requirements definition (in combination with Kinross BMM), specification (in combination with Kinross BMM), test and verification, quality control, documentation, and production of all of the equipment required for the test that is not readily available at the test location or the ICP as noted above.
 - Production of the test system and shipment to and from the test site.
 - Providing personnel for performance and monitoring of the test.
 - Documentation of the results of the testing.

Timeline: [* *Commercially sensitive timeline information redacted* *]. During this time, all environmental and safety requirements at the Bald Mountain facility should be addressed by 6WIC and Kinross. Kinross should review and attain approval for the IXOS[®] product and chemicals to be used onsite. [* *Commercially sensitive timeline information redacted* *]. A GANTT chart will be provided upon acceptance of this proposal.

SCHEDULE B
COMMERCIAL TERMS

[* *Commercially sensitive pricing information redacted* *]

SCHEDULE C

SUPPLIER STANDARDS OF CONDUCT

At Kinross Gold Corporation, we believe that the company and its subsidiaries (“Kinross”) have both an ethical and a business imperative to be responsible corporate citizens. This includes establishing a set of minimum standards of conduct for suppliers of goods and services to Kinross. Kinross wants to do business with suppliers that share our commitment to corporate responsibility. Building off our Ten Guiding Principles for Corporate Responsibility, and the Principles of the UN Global Compact, of which Kinross Gold Corporation is a signatory, this document sets out the standards by which Kinross expects its suppliers to conduct their business.

In addition to complying with applicable laws and regulations in the countries where they do business, and applicable contractual obligations, suppliers to Kinross are expected to meet the following standards:

Safety Culture – Suppliers shall:

- establish and maintain standards, procedures and management controls to ensure compliance with applicable health and safety laws and regulations at all times;
- encourage employees to be actively involved in the improvement of their health and safety; and
- establish an expectation that the only acceptable result is everyone returning home safely every day.

Human Rights – Suppliers shall:

- support and respect the protection of internationally proclaimed human rights; and
- ensure they are not complicit in human rights abuses by knowingly providing practical assistance, encouragement or moral support that has a substantial effect on the perpetration of the abuse.

Labour Standards – Suppliers shall:

- uphold freedom of association and the effective recognition of the right to collective bargaining;
- support the elimination of all forms of forced and compulsory labour;
- support the effective abolition of child labour; and
- support the elimination of discrimination in respect of employment and occupation.

Environment – Suppliers shall:

- establish and maintain environmental standards, procedures and management controls to ensure compliance at all times with applicable international standards, laws and regulations;
- support a precautionary approach when there is reasonable suspicion of environmental harm;
- undertake initiatives to promote the ‘triple bottom line’ of sustainable development – economic prosperity, environmental quality and social equity; and
- encourage the development and diffusion of technologies that protect the environment, reduce pollution, engage in sustainable resource management and use, increase recycling of their waste and product, and undertake and continuously improve acceptable management of residual waste.

Business Conduct and Ethics – Suppliers shall:

- not engage in any form of corrupt activity, and shall adopt policies and procedures that require compliance with applicable anti-corruption laws and promote anti-corruption compliance practices; and
- conduct business in compliance with applicable laws and a manner consistent with Kinross’ Code of Business Conduct and Ethics (http://s2.q4cdn.com/496390694/files/doc_downloads/governance_documents/kgc-codeofbusinessconductandethics-13feb2013.pdf)

On-site Activities

In addition to complying with these standards, while on location at Kinross properties, suppliers must comply with applicable Kinross policies and procedures, including but not limited to those establishing environment, health and safety, and social standards, as may be more fully defined in their contract.