ARGYLE DIAMOND MINE
SITE SPECIFIC TERMS

1. Site Access, Designated Area and Police Clearance

1.1 Designated Area Requirements
In entering a Designated Area (declared to be such pursuant to Section 15 of the Diamond (Argyle Diamond Mines Joint Venture) Agreement Act 1981) Service Provider notes all persons need to be bound by the “Conditions of Entry to Designated Areas”. The Conditions require, inter alia, a person to allow a search of themselves (other than by way of body cavities), or a search of any vehicle being driven by them or any other property in their possession or under their control to be carried out by a Company security officer whenever requested by the Company security officer to do so.

1.2 Restricted Access
Service Provider must ensure that all its Personnel and permitted invitees requiring entry to a Designated Area agree in writing to be bound by the “Conditions of Entry to Designated Areas”. Access to Site is via a proximity card issued by the Company for each of Service Provider’s Personnel, or for visitors, by a visitor’s proximity card issued by the Company.

1.3 Police Clearance
Before Service Provider’s Personnel can work at the Company’s Site the Company requires a search to have been made of the records held by the relevant police department(s) in Australia. Normally, 14 days are required to obtain such police record. Upon receiving such record, the Company may at its absolute discretion, refuse entry to Site to the person concerned.

1.4 Card Access Required
Service Provider’s Personnel must not bring any visitor to Site without prior approval from the Company Representative. Any visitor who has not participated in and successfully completed the Company’s required induction(s), must be signed in and be accompanied at all times while on Site by one of Service Provider’s Personnel who has been inducted and is registered at the security office.

1.5 Visitor Limitations
Any work visitor visiting Site must be signed in, complete a visitors induction at the Security Office and be accompanied at all times while on Site by a person who has been inducted and is registered at the Security Office. Work visitors are allowed on site for a maximum of four (4) days twice a year; if they are required on Site for a period longer than this then they must complete a full induction. A work visitor is a person whose visit is not to undertake any physical activity of a working nature beyond simply viewing and receiving information about the Site and the carried out activities thereon.
2. Travel and Accommodation

2.1 Fly In Fly Out (FIFO) / Drive In Drive Out (DIDO)

The Company will provide Service Provider Personnel access on the Company’s regular bus commute trips in the East Kimberley or commute flights from Perth so as to enable Personnel to attend Site and depart from Site in accordance with approved commute rosters as amended by the Company from time to time. Notwithstanding the foregoing, Service Provider is responsible for the transportation of its Personnel at the beginning and end of any service period with Service Provider as required under any relevant industrial award. Failure by any of Service Provider’s Personnel to abide by the Company’s travel rules may result in withdrawal of travel privileges.

2.2 Accommodation

When performing Services at Site, Service Provider’s Personnel will be accommodated at the accommodation facilities at the Site. Single accommodation and messing will be provided at the Company's discretion and will be at no cost to Service Provider unless indicated otherwise in the Contract. Service Provider will advise the Company of its accommodation requirements at the commencement of the Contract. Failure by any of Service Provider’s Personnel to abide by the Company's camp rules will result in withdrawal of accommodation.

3. Occupational Health and Safety

3.1 Health, Safety, Environment and Community (HSEC) Framework

The Company places great importance on safety in the workplace. It adheres to and upholds the requirements of the Rio Tinto Diamonds HSEC Framework, and also maintains a set of Site specific safety standards. Service Provider is required to make itself familiar with the HSEC Framework and the Argyle Diamonds safety standards and follow the requirements thereof whilst on Company premises. Service Provider must ensure that any Goods, Materials or Services supplied or completed under the Contract comply with any relevant standards.

3.2 Safety Meetings

(a) Service Provider and its Personnel are to attend daily pre-start safety meetings.

(b) Service Provider is also to hold safety meetings with its Personnel on a monthly basis, and provide minutes of those meetings which are to include monthly statistics for manning hours, incidents (including near misses), identified hazards and any other risks identified, to the Company Representative.

(c) Service Provider is to attend safety meetings with the Company Representative when requested.

3.3 Health, Safety and Environment (HSE) Interactions

Service Provider must conduct regular HSE interactions with its Personnel in accordance with the Company’s HSE interaction expectations. The number and frequency of HSE interactions to be performed will be at the discretion of the Company Representative.
3.4 Health Safety and Environmental Management Plan Auditing

Service Provider must undertake monthly sample audits and inspections to ensure compliance with the HSE Management Plan. Service Provider’s audit and inspection reports must be provided monthly to the Company Representative for review. In addition to these audits the Company will, from time to time, conduct audits to verify Service Provider’s compliance with the HSE Management Plan.

3.5 Equipment and Chemicals

(a) All equipment, machinery and hazardous substances must be approved for use on Site. Service Provider must provide a list of all equipment, machinery and hazardous substances to the Company Representative prior to attending Site to ensure it meets Company standards and is approved for use on Site. All hazardous substances must be approved by the Company prior to these products being mobilised to Site, and these products must be managed on Site through the Chemalert system.

(b) Service Provider must ensure safe transportation, storage and use of fuel, oils, grease, chemicals and other potential pollutants brought to Site for the performance of the Contract.

(c) All aspects of how hazardous materials will be managed throughout the Works will be detailed in the HSE Management Plan.

3.6 Clothing and Personal Protective Equipment (PPE)

The clothing worn by Service Provider’s Personnel while working on Site is to consist of long trousers and long sleeved shirts made from 100% cotton, and both will have reflective striping. Service Provider’s Personnel must be provided with, at no cost to the Company, a hard hat, lace up steel toe capped boots and clear safety glasses.

3.7 Medical Requirements

In accordance with the Company’s HSEC Policy (Health Standard 2 – Fitness for Duty) all Personnel must have a pre-employment medical assessment prior to commencing work on Site. These assessments should be based on position descriptions and to the level of rigour outlined by the Company. Service Provider is responsible for ensuring that their Personnel remain fit for the requirements of their role throughout their engagement, through regular medical surveillance processes.

3.8 First Aid

Service Provider must ensure that there is at least one qualified first-aid person in each of its workgroups.

3.9 Alcohol

The Site is a dry camp (no alcohol on site). Service Provider must ensure that no Personnel engaged by Service Provider bring alcohol to Site, including the accommodation camps. The Company retains the right to search the bags of all Personnel coming to Site and any alcohol found in their possession will be confiscated. The Company also reserves the right to refuse entry to Site to such Personnel going forward.
3.10 **Fit for Work**
Before starting work, all Personnel are required to complete alcohol testing, and may be required to complete random drug testing. All Personnel must return a negative result when tested which indicates there is no alcohol or drugs in their system. If Personnel fail to return a negative result or tampers with a drug or alcohol test, then Site access privileges will be removed.

3.11 **Life Saving Rules**
(a) Service Provider’s Personnel will be required to comply with Company’s ‘Life Saving Rules’, which is a personal commitment by each Personnel that:

1. **APPROACHING MOBILE EQUIPMENT** - *I make positive contact every time when approaching mobile equipment.*

2. **ENTERING A RESTRICTED AREA OR CROSSING A BARRICADE** - *I have the right authorization and training when entering a restricted area or crossing barricading;*

3. **UNSECURED GROUND OR SUSPENDED LOAD** - *I never go under unsecured or suspended load;*

4. **ZERO ENERGY AND ISOLATION** - *I always confirm zero energy and isolation when working on equipment with energy sources;*

5. **RISK OF FALLING** - *I always have fall protection or fall prevent when there is a risk of falling;*

6. **DRAWPOINT DANGER** - *I always stay behind a bund wall in a restricted draw point;*

7. **SAFETY DEVICES** - *I always use and never tamper with or disable safety devices;*

or as otherwise amended from time to time and communicated to Service Provider (Life Saving Rules).

(b) Service Provider’s Personnel’s attitude to and compliance with the Life Saving Rules is a non-financial Key Performance Indicator of the Contract. Any breach of a Life Saving Rule by any Service Provider Personnel will be considered a material breach of the Contract (Material Breach) and grounds for immediate suspension of the Services or immediate termination of the Contract.

(c) Upon the happening of a Material Breach, the Company may terminate the Contract immediately, or any part of it, upon giving Service Provider written notice.

3.12 **Investigation Involvement**
If any Service Provider Personnel breaches a Life Saving Rule, Service Provider will provide a representative to take part in the investigation, and if the Company confirms a Material Breach (at its absolute discretion), Service Provider must meet or exceed the remedial action required by the Company in respect of the Personnel, which may include removal from Site.

3.13 **Notwithstanding any actions undertaken pursuant to this Clause 3, the Company reserves the right to withdraw accommodation for any of Service Provider’s Personnel found by the Company to have breached a Life Saving Rule.**
3.14 Community Relations

The Company acknowledges the traditional custodianship of the land on which it operates and that it is on a site of significance for Traditional Service Providers. This acknowledgement of traditional custodianship and the key outcomes for both the Traditional Service Providers and the Company are encapsulated in the Argyle Diamond Mine Participation Agreement.

The Participation Agreement is a catalyst for social and economic independence for the local people and all Service Providers have a part to play. The Agreement was registered 2005 and recognises the Traditional Service Providers as the original custodians of the land. It also recognises the Company’s right to mine and has mechanisms that share the benefits of mining.

The key areas of focus of the Agreement are:

- Land management and land access;
- Employment and training both through the Company and its contractors;
- Business development and contract opportunities;
- Cultural Awareness training for all employees of the Company and contractors;
- Cultural Heritage Management; and
- Closure and decommissioning.

Specifically for Service Providers, this means that all its Personnel are expected to respect the close cultural connection that the Traditional Service Providers have with the Site. To support this, all Service Providers must ensure that rostered Personnel attend a welcoming ceremony (Manthe) upon commencement of their deployment on Site. All rostered Personnel who will be commuting to Site for a significant period (6 months or more) are required to attend the one day Cross Culture training course.

Service Provider is expected to proactively explore employment and business opportunities for Traditional Service Providers as required under the Participation Agreement.

Service Provider is expected to ensure that all Personnel observe the business code of conduct as encapsulated in “The Way We Work” particularly in their interactions with Traditional Service Providers and other local community members.

Service Provider must ensure that they respect and not breach site cultural heritage requirements. Specifically, this involves no clearing of undisturbed land without a clearing permit and a cultural heritage clearance.

Also, Service Provider and its Personnel must ensure that the good relations established with pastoralists and Aboriginal communities around Site are maintained by ensuring permission is sought before entering the property, that gates are left as found and that stock and water sources are not interfered with. Prior to going off the defined road or onto adjoining leases, permission must be received from the Community Relations Department.

3.15 Heavy Equipment Washdown

Service Provider will ensure that all heavy equipment (earth-moving or otherwise, and including both wheeled and tracked plant, but excluding light vehicles unless there is a specific need) which arrive at Site are thoroughly cleaned of any adhered soil or vegetative matter prior to arrival.
3.16 Flora and Fauna Protection

Service Provider will not cause or permit damage or injury to any vegetation or fauna except that which is essential to remove for performance of the Services and is duly set out in the Services. An “Argyle Clearance Authorisation” form must be obtained from the Environment and Community Relations Department before any vegetation (including dead trees and shrubs) can be removed or damaged. This material will be used later for rehabilitation of the disturbed land. Topsoil is to be removed and stockpiled prior to any clearing of land for the purposes of construction or development.

3.17 Site Procedures

Service Provider must ensure that no:
(a) vehicle is driven off defined roads except as approved by the Environment Superintendent or in an emergency;
(b) fire of any type is started, except in designated barbeque areas;
(c) firearms are brought on Site, whether secured or otherwise, without written authorization from the Company’s Security Manager;
(d) domestic pets are brought to Site; and
(e) feeding of native animals occurs on and around Site.

3.18 Disposal of Wastes/Recycling

Service Provider will be responsible for:
(a) safe transportation, storage and usage of fuel, oils, grease, chemicals and other potential pollutants brought on Site for the provision of Services; and
(b) safe disposal of all solid and liquid waste material arising from performance of the Services to Company provided facilities in accordance with the Company’s waste management procedures.

3.19 Rehabilitation of Disturbed Ground

The Company Environment and Community Relations Department HSEC Framework must be consulted with regard to rehabilitation. However, in the absence of specific instruction the following procedures will apply:
(a) all rubble, building material, derelict equipment or any form of rubbish will be removed from the Site to a nominated disposal area;
(b) all mounded soil, debris or tree mulch will be raked from the edges of natural vegetation on to disturbed areas;
(c) all disturbed areas including nominated roads and access tracks will be ripped along the contour to at least 500mm and shaped to match the surrounding ground surfaces;
(d) rock and soil dumps must be leveled to local surface contours and ripped as per above;
(e) all re-shaped and ripped surfaces will be left rough;
(f) drainage channels are not to be disturbed without prior consultation with the Company; and
prior to any pushdowns of material, topsoil and vegetation should be stripped and stockpiled for back balding after slope re-profiling.

3.20 Recovery of Costs for Clean Up

If Service Provider fails to comply with any obligation imposed on it by this Clause 3.20, the Company may, after giving notice in writing to Service Provider, have the work of clean-up and rehabilitation undertaken by other persons and the cost incurred by the Company in having such work undertaken may be recovered as a debt due to the Company by Service Provider.

4. Site Transport of Service Provider’s Workforce

Service Provider will be responsible and provide for the movement within the Site of its Personnel at all times. Vehicles and drivers are to be licensed and vehicles are to be equipped with approved canopies and seating provisions in compliance with the Road Traffic Act 1974 (WA). Service Provider and its Personnel will comply with any Company or subsidiary transport regulations that operate on the Site. A security fence surrounds the Designated Area. Vehicles are not permitted to drive in and out of this area, and therefore Service Provider is required to provide separate light vehicles for use within and outside the secured area. Light vehicles used inside the secured area must be equipped with the relevant safety equipment, including but not limited to a yellow flashing warning light, red pole light and a red flag on that pole. The Company Representative must approve the need for such vehicles and before initial admission, they must be inspected by a competent Company Representative and a permit authorising access to the Designated Area affixed to the vehicle.