

[insert] 2024

[insert Name]

[insert title]

[insert address]

Dear [insert]

Appointment as Principal Contractor

This letter is to confirm that [insert name of contractor] ([insert]) is appointed as the Principal Contractor under the *Work Health and Safety (Mines) Regulations 2022* (WA) (**Regulations**) for [insert description of services to be provided] at the DeGrussa Copper Mine (**Construction Project**). The DeGrussa Copper Mine is owned by Sandfire Resources Limited (**Sandfire**) and the [item] is owned by [buyer's name] Mining Ltd ([buyer's name]).

The scope of work for the Construction Project is described in the [insert sale] between Sandfire and [buyer's name].

[contractor's name] is authorised to have management and control of the worksite where the Construction Project will be conducted (as set out in red in the map in Annexure A to this letter) (**Worksite**) for the purposes of discharging its obligations as Principal Contractor under the Regulations.

As Principal Contractor, [contractor's name] must prepare a WHS management plan (**Plan**) in accordance with Regulation 309 before any work on the Construction Project commences.

As Principal Contractor, [contractor's name] must:

- a. review the mining operation to identify any risks associated with the Construction Project (Regulation 625B) and provide a risk register for the Construction Project to Sandfire;
- b. provide information to Sandfire to enable Sandfire to identify any risks associated with the Construction Project (Regulation 625C);
- c. provide a copy of the Plan to Sandfire (Regulation 625D).

The Plan must provide for the following:

- a. The area of the Worksite needs to be ringfenced by fencing or barricades with the access point to the area controlled by [contractor's name].
- b. No personnel, including Sandfire or [buyer] personnel, are allowed in the Worksite unless authorised by [contractor's name].
- c. [contractor's name] will be responsible for all training and procedures relevant to the Construction Project, including inductions, which must be completed prior to entry to the Worksite.
- d. Sandfire will be responsible for all inductions, training and procedures outside the Worksite and [contractor's name] will comply with, and ensure that its personnel comply with, Sandfire's policies and procedures as amended from time to time and any lawful direction of Sandfire in respect of the area outside the Worksite.
- e. [contractor's name] must report any notifiable incidents to Sandfire in its capacity as the Mine Operator to enable Sandfire to report the incident to the Department of Energy, Mines, Industrial Regulation and Safety.

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- f. [contractor's name] must do all things reasonably necessary to assist Sandfire to comply with its obligations under the Work Health and Safety Act 2020 (WA) and the Regulations.
- g. [contractor's name] and Sandfire will work together in good faith to agree working protocols for any areas where work may overlap or intersect, for example if Sandfire works on utilities being provided to the Worksite.

[contractor's name] must not commence any work on the Construction Project until it has received written confirmation from Sandfire that the Plan has been accepted.

In conducting the Construction Project, [contractor's name] must comply with:

- a. the conditions of the tenements on which the Construction Project will be conducted;
- b. Sandfire's environmental licence to the extent applicable to the Construction Project;
- c. Sandfire's insurance requirements as set out in Annexure B to this letter; and
- d. all other applicable laws.

Please sign and return a copy of this letter acknowledging the appointment of [contractor's name] as the Principal Contractor for the Construction Project under the Regulations and agreeing to the terms set out above.

Jason Grace
CHIEF OPERATING OFFICER
Sandfire Resources

[insert name]
[INSERT POSITION]
[buyer's name]

Signed for and on behalf of [contractor's name]

Signature: _____

Name: _____

Position: _____

Date: _____

Sandfire Resources

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Annexure A – Map of Worksite

[INSERT]



Annexure B – Insurance Requirements

Capitalized terms in this Annexure B have the meaning defined in paragraph 9 below.

- 1 Required insurances - [contractor's name] must, at its own cost, insure and keep insured with an insurance company authorised to carry on business in Australia such policies as required by Sandfire, for an amount no less than a prudent businessperson would reasonably require in the circumstances, for liability arising out of, or in connection with, the Construction Project. Such insurance policies must include the following:
 - (a) **Employee Insurance** - [contractor's name] must insure its liability against all Employee Claims as follows:
 - (i) For any employees or contractors living outside of Western Australia the insurance must:
 - (A) comply with all statutory requirements including providing any compulsory statutory workers' compensation benefits; and
 - (B) provide common law liability in accordance with the legislation in the State of Australia or country in which the employees are employed.
 - (ii) For any employees or contractors living in Western Australia the insurance must:
 - (A) comply with all statutory requirements including providing any compulsory statutory workers' compensation benefits;
 - (B) provide common law liability to a limit of not less than \$50 million in relation to any one occurrence and unlimited as to the number of occurrences;
 - (C) include Sandfire as an insured Principal and be extended to indemnify Sandfire as Principal for Employee Claims; and
 - (D) provide a waiver of subrogation in favour of Sandfire as Principal.
 - (b) **Industrial Disease Insurance** - [contractor's name] must effect and maintain Industrial Disease Insurance in accordance with the provisions of the Workers Compensation and Injury Management Act 1981 (WA) and the Industrial Disease Workers Compensation policy provided by the Insurance Commission of Western Australia for work performed on mine sites in Western Australia.
 - (c) **Public and Products Liability Insurance** - [contractor's name] must effect and maintain Public and Products liability insurance covering liability relating to death, bodily injury, loss of property and damage to property for an amount not less than \$20 million in respect of any one occurrence and such Public and Product liability insurance:
 - (i) must include a Principal's indemnity extension indemnifying Sandfire as Principal with respect to liability incurred by Sandfire as a result of the acts or omissions of [contractor's name]
 - (ii) must include a Cross Liability clause which confirms insurers accept the term "Insured" as applying to each of the parties constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall limit of liability not being increased) and that a failure by any insured party to



observe and fulfil the terms and conditions of the policy will not prejudice the rights of any other insured party to claim under the policy; and

- (iii) (where applicable) provide an indemnity for the use of unregistered mobile [contractor's name]'s plant and equipment.
 - (d) **Aviation Hull and Liability Insurance** – [contractor's name] must ensure that any aircraft using the Licence Area has Aviation Hull insurance covering the full market value of the aircraft and at least \$20,000,000 third party property damage, third party personal injury and passenger liability insurance. Such insurance must include a Principal's indemnity extension indemnifying Sandfire as Principal with respect to liability incurred by Sandfire as a result of the acts or omissions of the Licensee Personnel and include a Cross Liability clause.
 - (e) **Non-Owned Aviation Liability** – [contractor's name] must provide Non-Owned Aviation Liability insurance for any Third Party aircraft entering the Licence Area in accordance with this agreement with a liability limit of at least \$20 million in respect of each and every occurrence. Such insurance must include a Principal's indemnity extension indemnifying Sandfire as Principal with respect to liability incurred by Sandfire as a result of the acts or omissions of the Licensee Personnel.
 - (f) **Equipment and Mobile Plant** - [contractor's name] must effect and maintain insurance in respect of all plant, equipment and other property owned, operated or controlled by [contractor's name] or for which [contractor's name] is responsible which it brings to or uses on the Worksite for the purpose of performing the Construction Project, for an amount of not less than its market value.
 - (g) **Motor Vehicles** - [contractor's name] must ensure that items which are licensed as motor vehicles, or which are required to be so licensed, are kept licensed in accordance with any laws, and insured against Third Party Claims under a comprehensive motor vehicle third party liability policy. The limit of liability must be not less than \$20 million in respect of any one occurrence and unlimited as to the number of occurrences. In addition, where the use of vehicles is required to be insured by virtue of any act or ordinance relating to the use of such vehicles, [contractor's name] must ensure full compliance with such requirements.
- 2 [contractor's name] must ensure that every subcontractor engaged by [contractor's name] maintains insurance in the same manner as [contractor's name] is required to under this Annexure B.
 - 3 [contractor's name] must provide to Sandfire, upon request, copies of each of its and its subcontractors' policies, and certificates of currency of each of the policies of insurances required to be maintained in accordance with this Annexure B.
 - 4 [contractor's name] is responsible for payment of all premiums, excesses and deductibles on all insurances effected under this Annexure B including any GST payable thereon.
 - 5 The effecting and keeping in force of insurances as required by this Annexure B will not in any way limit the responsibilities, obligations and Liabilities of [contractor's name] under any other provisions of this letter.
 - 6 [contractor's name] will not commit any act or omission which may result in any insurance policy becoming void or voidable or which may result in the insurer refusing liability under the policy.



- 7 [contractor's name] will notify Sandfire promptly of any Claim or circumstance which may lead to a Claim under any insurance policy effected in accordance with this Annexure B.
- 8 [contractor's name] indemnifies Sandfire from and against any Liabilities suffered or incurred by Sandfire arising from, or in connection with, a breach by [contractor's name] of the requirements in this Annexure B.
- 9 Dictionary - Capitalized terms in this Annexure B have the following meaning:
- (a) **Access Road** means the road from the Great Northern Highway to the Aerodrome, as identified on the map in Annexure C.
 - (b) **Aerodrome** means the DeGrussa Aerodrome and Car Park as identified on the map in Annexure C.
 - (c) **Claim** means any allegation, debt, cause of action, Liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.
 - (d) **Cross Liability** means a cross liability endorsement that all agreements and endorsements except limits of liability shall operate in the same manner as if there were a separate policy of insurance covering each party insured and a failure by any insured party to observe and fulfil the terms and conditions of the policy shall not prejudice the rights of any other insured party.
 - (e) **Employee Claim** means any Claim in respect of any death, injury, or occupational disease of any person employed or engaged by [contractor's name] which arises out of or, is caused by or related to, the Construction Project.
 - (f) **Liability** means any liability or obligation (whether actual, contingent or prospective), including for any Loss irrespective of when the acts, events or things giving rise to the liability occurred.
 - (g) **Licence Area** means the Access Road and the Aerodrome.
 - (h) **Loss** means any cost, damages, debt, expense, charges, liability or loss whether present or future, fixed or unascertained, actual or contingent.
 - (i) **Third Party Claim** means any Claim in respect of:
 - (i) loss or destruction of, or injury or damage to, or loss of use of, any real or personal property; or
 - (ii) any personal injury to, or death of, any person,
 arising out of, or caused by, or related to, the Construction Project.