



LABOUR HIRE AGREEMENT

CONTRACT 45603

Supply of Labour Hire Workers

Between: Anglo Coal (Grosvenor Management) Pty Ltd

And: One Key Resources Pty Ltd

Labour Hire Agreement

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Labour Hire Agreement

Date 2 March 2016

PARTIES

Anglo Coal (Grosvenor Management) Pty Ltd ABN 16 153 794 122 of Ground floor, 201 Charlotte Street, Brisbane, Queensland 4000 (**Company**)

and

One Key Resources Pty Ltd ABN 30 141 650 259 of Level 1, 324 Wickham Street, Fortitude Valley, Queensland 4006 (**Contractor**)

RECITALS

- A. The Contractor agrees to provide to the Company the Services for the duration of the Term.
- B. The Contractor makes a standing offer to provide the Services to the Company, which offer can be accepted multiple times by the Company, from time to time during the Term.
- C. At the time that the Company issues to the Contractor a Manning Schedule, that Manning Schedule will form a Contract for the supply of Labour Hire Workers for the Role or Roles specified in the Manning Schedule, in accordance with the terms of this document.
- D. The Company agrees to pay the Contractor any Charges payable by it under a Contract in accordance with the terms of the Contract.

OPERATIVE PROVISIONS

1. DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings given when used in this document or any Contract

ABN means Australian Business Number, and has the same meaning as in section 41 of *A New Tax System (Australian Business Number) Act 1999* (Cth)

Act is defined in clause 36.1.

Affected Obligation is defined in clause 24.1.

Affected Party is defined in clause 24.1.

Anglo American's Corporate Policies means the policies, codes and principles set out in item 1 of Schedule 3, and such other policies, codes and principles notified by the Company to the Contractor from time to time, but does not include the SHE Requirements.

Anti-Corruption Laws means:

- (a) Chapter 4, Division 70 of the *Australian Criminal Code Act 1995* (Cth);
- (b) the OECD Convention;
- (c) the United Nations Convention against Corruption 2003;
- (d) the FCPA;
- (e) the UK Bribery Act; and
- (f) any other Relevant Law which:
 - (i) prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or adviser of such person; or

- (ii) is broadly equivalent to the FCPA or the UK Bribery Act, is intended to enact the provisions of the OECD Convention, or has as its objective the prevention of corruption,

and is applicable in the jurisdiction in which the Company or the Contractor are registered or conduct business or in which the Services are to be performed.

Authority means any government, or any ministry, department, court, tribunal, competition authority, commission, board, agency, institution or similar entity or administrative, fiscal or judicial authority of such government.

Available Workforce means KPI number 5 which is set out in Schedule 4.

Background IP means the protected intellectual property or industry rights (whether legal or equitable) in a party's procedures, processes, systems, know-how and methodologies which are pre-existing or developed other than in the performance of the Services and which are made available to the other party for the purposes of a Contract.

Business Day means a calendar day ending at 5.00pm, other than a Saturday, Sunday or public holiday:

- (a) in Queensland, Australia; or
(b) at the location of the Site.

Business Integrity Policy means the policy of that name published by Anglo American plc, which has the purpose of combating corrupt behaviour including such behaviour among those with whom the Company does business, as amended from time to time and available at www.angloamerican.com.

Change in Law means:

- (a) the adoption, enactment or application to the Company or the Contractor of any Relevant Law not existing, foreseeable or otherwise applicable to the Company or the Contractor on the Commencement Date; or
(b) any change in a Relevant Law or the application or interpretation of a Relevant Law, after the Commencement Date,

in either case that materially and adversely affects (in time and/or cost) the ability of the Company or the Contractor to perform their obligations under a Contract, provided that the following do not constitute a Change in Law:

- (c) a change in a Relevant Law imposing a tax or rate of tax; or
(d) the application to the Company or the Contractor, of a Relevant Law that was in existence at the Commencement Date, that by its terms became applicable to the Company or the Contractor after the Commencement Date.

Charge Review Meeting is defined in clause 5.3.

Charges mean the charges payable by the Company to the Contractor for the supply of Services, as set out in Schedule 2.

Commencement Date means the date of this document.

Commissioner means the Commissioner of Taxation in Australia.

Company Default is defined in clause 28.1.

Company PPE means "PPE consumables" supplied to Labour Hire Workers in accordance with the SHMS but does not include PPE as defined in this clause 1.

Company Representative means the person so named in the Contract Particulars or a replacement for that person notified in writing by the Company.

Company's Affiliates means any of the following:

- (a) any Related Body Corporate of the Company; or
- (b) any unincorporated joint venture in which the Company or any Related Body Corporate of the Company has a participating interest of not less than 50%.

Completion Date means 3 years from Commencement Date.

Confidential Information means any information relating to the Services, the parties' business or operations, or any other information provided by one party to the other party (including Personal Information) under or in connection with this document or a Contract, other than information:

- (a) made available to the public at large, otherwise than as a result of a breach of clause 32;
- (b) made available on a non-confidential basis by a third party who is not prohibited from providing the information to the recipient; or
- (c) independently developed by a party without reference to information provided by the other party.

Consequential Loss has the meaning given in clause 21.6.

Contract is defined in clause 3.1(a).

Contract Particulars means the details specified in Schedule 1.

Contractor Representative means the person so named in the Contract Particulars or a replacement for that person approved by the Company Representative under clause 7.3(c).

Contractor Site Representative means the person so named in the Contract Particulars or a replacement for that person approved by the Company Representative under clause 7.4(c).

Contractor's Documents is defined in clause 25.1(a).

Contractor's Group is defined in clause 29.1.

Contractor's Personnel means any and all personnel engaged by the Contractor, including the Contractor's Labour Hire Workers, the Contractor Representative, the Contractor Site Representative and any other directors, officers, employees, agents, invitees or representatives of the Contractor, in performing the Contractor's obligations under a Contract.

Corporations Act means the *Corporations Act 2001* (Cth).

Country Based Sanction means any program that prohibits and/or restricts:

- (a) trade with or investment in, or the transfer of property or assets to or from, a specified country, including its government, government subdivisions, agencies and other entities under the control or acting on behalf of government; or
- (b) engaging in transactions that relate to investing in and/or provision of advice or assistance in relation to, a specified country which, in each case, are maintained, amended and imposed by any Sanction Authority.

Default Rate means the daily buying rate displayed at or about 10.30am (Sydney time) on the Reuters screen BBSW page for Australian bank bills of a 90 day duration (or if that daily buying rate is no longer published, such other daily rate as the parties may agree) plus two percent.

ERMP means the Contractor's Employee Relations Management Plan, which the Contractor is required to establish and maintain in accordance with clause 8.

ERMP Questionnaire means the questionnaire contained in Schedule 10 as varied by the Company in its absolute discretion from time to time.

FCPA means the Foreign Corrupt Practices Act of 1977 of the United States of America.

Final Costs means a fixed amount which is determined by the Company in its discretion and notified to the Contractor from time to time to compensate the Contractor for costs associated with the removal of a Labour Hire Worker pursuant to clause 6.11(a)(iv).

Force Majeure means any circumstance, other than an Industrial Dispute, that is not within the reasonable control (whether directly or indirectly) of the Affected Party, but only if and to the extent that:

- (a) despite the exercise of reasonable diligence, it cannot be (or be caused to be) prevented, avoided, or removed by the Affected Party;
- (b) it prevents or materially delays the Affected Party's ability to perform its obligations under this document or any Contract;
- (c) the Affected Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of the event on its ability to perform its obligations under this document or any Contract (and to mitigate the consequences of it); and
- (d) the event is not the direct or indirect result of the Affected Party's failure to perform any of its obligations under this document or any Contract.

foreign entity means an entity covered by subsection 12-315(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

Government Consent means an approval, consent, waiver, authorisation, permit, clearance, licence or other precondition required under Relevant Law or from an Authority in relation to the performance of the Services.

Greenhouse Obligation means:

- (a) any Commonwealth, State or Territory scheme (other than a voluntary scheme), or variation to any such scheme, under which liable entities:
 - (i) acquire and surrender units, permits or credits (however named or described); or
 - (ii) pay any tax, charge, assessment, levy, duty, impost or other charges levied or assessed by an Authority,

for the purposes of any or all of:

- (iii) the development of an effective global response to climate change;
 - (iv) reducing, or reducing the growth in, greenhouse gas emissions;
 - (v) giving effect to Australia's obligation under any international treaty or instrument in relation to paragraphs (iii) or (iv); or
 - (vi) encouraging, or to encourage additional, generation of electricity from particular sources;
- (b) any legally binding requirement, or variation to any legally binding requirement, to report on or in relation to greenhouse gas emissions or the production or consumption of energy or energy efficiency, including under the schemes established pursuant to the *National Greenhouse and Energy Reporting Act 2007* (Cth) and the *Energy Efficiency Opportunities Act 2006* (Cth); and

- (c) any increase in, decrease in, remission of, or whole or partial removal of exemptions from, excise or customs duty, or reduction in fuel tax credits, or similar, in respect of any fuel, which represents or is intended to represent a carbon price in respect of the emission intensity or assumed emission intensity of that fuel.

Group Technical Standards mean all of the technical standards, technical guidelines and fatal risk standards set out in item 2 of Schedule 3, and such other technical standards, technical guidelines and fatal risk standards as notified by the Company to the Contractor from time to time.

GST exclusive consideration is defined in clause 37.3.

in the course or furtherance of an enterprise carried on in Australia has the same meaning as in section 12-190 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

Incident Reporting Standard means the incident reporting standard referenced in item 3 of Schedule 3.

Industrial Action means any industrial action as defined in the *Fair Work Act 2009* (Cth) as amended from time to time or in any replacement or subsequent legislation and any other form of industrial action, including, but not limited to, any strike, picket line, work ban or interference with contractual relations.

Industrial Dispute means any Industrial Action that is caused or contributed to by the Contractor or a Subcontractor.

Information is defined in clause 22.3.

Insolvency Event means the occurrence of any of the following:

- (a) the Contractor disposes of the whole or part of its assets, operations or business other than in the ordinary course of business;
- (b) the Contractor ceases to carry on business or is deregistered;
- (c) the Contractor ceases to be able to pay its debts as they become due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or part of the Contractor's assets, operations or business;
- (e) any step is taken to enter into any arrangement between the Contractor and its creditors;
- (f) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator or other like person to the whole or part of the Contractor's assets, operations or business; or
- (g) where the Contractor is a partnership, any step is taken to dissolve that partnership or a partner dies.

KPI means the key performance indicators set out at Schedule 4.

Labour Hire Worker means any person supplied by the Contractor to the Company under a Contract, to perform work at the Site under the direction and supervision of the Company.

Losses means losses, damages, costs, charges, expenses, penalties, interest and fines, including those arising as a result of claims, demands, actions, proceedings or suits by any person.

Licensed Purposes is defined in clause 25.1(b).

Manning Schedule is defined in clause 3.3(a).

Minimum Work Standards means the standards of work referable to each Role which are contained in Schedule 8.

Misconduct is defined in clause 30.5.

Moral Rights means each right defined as a 'moral right' in Part IX of the *Copyright Act 1968* (Cth), and if work or any document relating to the Services is used in any jurisdiction other than Australia, any similar right capable of protection under the laws of that jurisdiction.

Notice of Dispute is defined in clause 31.2.

OECD Convention means the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions 1997.

Other Party is defined in clause 24.1.

Personal Information means any information or an opinion, whether true or otherwise or in a material form, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion, and includes information:

- (a) required to meet or monitor compliance with SHE Requirements;
- (b) relating to the qualifications or performance of an individual; and
- (c) relating to an individual's use of the Company's computer equipment.

PPE means personal protective equipment that is in a sound and serviceable condition, is free of all markings, including graffiti or stickers, is replaced on a fair wear and tear basis, that complies with any specifications required by the Company as notified to the Contractor or Labour Hire Workers from time to time, including:

- (a) high visibility clothing;
- (b) personal isolation lock (if necessary);
- (c) safety boots;
- (d) gloves
- (e) safety helmets; and
- (f) safety glasses (prescription and non-prescription),

but does not include Company PPE.

Privacy Legislation means any privacy policy of the Company published under the *Privacy Act 1988* (Cth) and any Relevant Law governing privacy or Personal Information, including the *Privacy Act 1988* (Cth) and any codes of conduct, directives or orders made or issued under such Relevant Law.

Progress Report means the report or reports required under clause 12.2.

Public Official means:

- (a) any official or employee of an Authority or government-owned or controlled enterprise;
- (b) any person performing a public function;
- (c) any official or employee of a public international organisation, such as the World Bank;
- (d) any candidate for political office; or
- (e) any political party or an official of a political party,

in any jurisdiction.

Purchase Order means a purchase order issued by the Company to the Contractor setting out information in relation to Services provided under a Contract.

Regulations is defined in clause 36.1.

Related Body Corporate has the meaning given in section 9 of the Corporations Act.

Relevant Law includes orders and awards of any Authority, acts, ordinances, rules, guidelines, regulations, by-laws and proclamations that may be applicable in connection with the performance of the Services.

Role means a role which is listed in Schedule 6 and which the Company may require the Contractor to provide a Labour Hire Worker to perform.

Role Profiles means the role profiles which are contained in Schedule 7 and which set out the specific required skills, formal qualifications and required experience that the Company requires a Labour Hire Worker who is provided by the Contractor to fill the relevant Role to possess.

Rostered Shift means the rostered shift or shifts (as relevant) of an absent Labour Hire Worker.

Sanction means an SDN Sanction, a Country Based Sanction and any other similar sanctions, regulations, statutes, prohibitions and official embargo measures that relate to the enforcement of economic and trade sanctions which are maintained, amended and imposed by any Sanction Authority.

Sanction Authority means the United Nations, the European Union, Her Majesty's Treasury in the United Kingdom, the United States Department of Treasury's Office of Foreign Assets Control, the Commonwealth of Australia, Switzerland, South Africa, Canada or any replacement or other regulatory body enforcing economic and trade sanctions legislation in such countries or by any state, supranational or international government organisation.

Sanctioned Person means any person, being an individual, corporation, company, association, government or other entity who:

- (a) is the subject or target of a Sanction or in respect of which a Sanction has been imposed or targeted; or
- (b) is owned, operated or controlled by any person who is the subject or target of a Sanction or in respect of which a Sanction has been imposed or is targeted.

SDN Sanction means any specially designated nationals or blocked persons lists and or any replacement lists which are maintained, amended and imposed by any Sanction Authority.

Services means the supply of Labour Hire Workers to perform work at the Site under a Contract.

SHE Requirements means:

- (a) all Relevant Law and Government Consents relating to workplace health and safety (including health and safety legislation specifically applicable to the coal mining industry) and the environment; and
- (b) the Company's policies with respect to health and safety, the environment and stakeholder relationships contained in Schedule 3, or as advised by the Company Representative to the Contractor;
- (c) any additional SHE requirements set out in item 3 of Schedule 3; and
- (d) the SHMS.

SHMS means the safety and health management system which has been put in place at the Site.

Site means the Grosvenor coal mine, which is located North of the town of Moranbah, in the Bowen Basin, Central Queensland.

Site Access System means the access system which is in place at the Site at the relevant time, by which the Contractor's Personnel must record their entry and exit from the Site and includes any system to measure and record fatigue, drugs or alcohol, upon entry to the site.

Site Instruction means a document substantially in the form set out in Schedule 11, issued by the Company in accordance with clause 3.2.

Site Senior Executive (SSE) means the most senior officer employed or otherwise engaged by the Company for the Site who is located at or near the Site and who has responsibility for the Site, or his or her delegate.

Site Specific On-Boarding Costs means a fixed amount which is determined by the Company in its discretion and notified to the Contractor from time to time to compensate the Contractor for any Site specific on-boarding costs that the Company requires the Contractor to incur in relation to a Labour Hire Worker, such as, for example, a visit to the Site before the Labour Hire Worker is engaged by the Contractor, but do not include, for example, coal board medicals or other requirements imposed under legislation.

Standard Engagement Terms means the terms specified in Schedule 5.

Subcontract means a subcontracting agreement between the Contractor and a person or entity that is not an employee of the Contractor.

Subcontractor means any person or entity directly engaged by the Contractor under a Subcontract to perform any part of the work under a Contract but does not include any person or entity who may be engaged by the Subcontractor, whether as an employee or under some other arrangement.

Tax Treaty means a double tax agreement within the meaning of the *International Tax Agreements Act 1953* (Cth) or an international tax sharing treaty within the meaning of subsection 136AA(1) of the *Income Tax Assessment Act 1936* (Cth).

Taxes means any and all taxes (excluding GST, income tax and capital gains tax), stamp, documentary, business, occupation, excise, income, corporation, profits, gains, gross receipts, or other taxes, fees, withholdings, imposts, levies, duties or other charges of any nature whatsoever or whensoever, together with any penalties, fines or interest or similar additions, imposed, levied or assessed by any government, governmental, semi-governmental or other relevant authority or otherwise payable on or in respect of this document or any Contract.

Term has the meaning given in clause 4.1.

Transport is defined in clause 9.1.

Transport Access System means the access system which is in place on any Transport at the relevant time, by which the Contractor's Personnel must record their entry and exit from the relevant mode of transport.

UK Bribery Act means the Bribery Act 2010 of the United Kingdom.

Unprotected Industrial Action means Industrial Action that is not protected industrial action as defined in the *Fair Work Act 2009* (Cth) as amended from time to time or in any replacement or subsequent legislation.

Workflows means the Workflows contained in Schedule 12.

1.2 Interpretation

In this document and any Contract unless the context otherwise requires:

- (a) headings are for ease of reference only and do not affect the meaning of this document or a Contract;
- (b) the singular includes the plural and vice versa;

- (c) words importing a gender include other genders;
- (d) the words 'include' and 'including' are to be construed without limitation;
- (e) other grammatical forms of defined words or expressions have corresponding meanings;
- (f) a reference to:
 - (i) this document includes the document, arrangement, understanding or transaction recorded in this document;
 - (ii) a clause, schedule or appendix is a reference to a clause, schedule or appendix to this document and a reference to this document includes any schedules;
 - (iii) any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable;
 - (iv) a document or agreement includes a reference to that document or agreement as novated, altered or replaced from time to time;
 - (v) 'A\$', '\$A', 'AUD', 'dollar' or '\$' is a reference to Australian currency;
 - (vi) a person includes any individual, firm, body corporate, partnership, unincorporated association, government, state or agency of a state, joint venture or Authority;
 - (vii) a party includes its executors, administrators, successors and permitted assigns;
 - (viii) a day means a period of 24 consecutive hours from midnight;
 - (ix) a week means 7 consecutive days commencing and ending at midnight on Sunday; and
 - (x) a month means a calendar month; and
- (g) if the due date for anything to be done under this document or a Contract falls on a day that is not a Business Day, then it must be done on the next Business Day.

1.3 Joint and severally binding on the Contractor

If the Contractor comprises two or more persons, this document and any Contract will:

- (a) bind each of those entities jointly and severally; and
- (b) benefit those entities jointly.

2. ENGAGEMENT

2.1 Appointment

- (a) The Company appoints the Contractor to supply the Services to the Company on the terms and conditions of this document and the Contractor accepts that appointment.
- (b) The appointment of the Contractor is not exclusive, and the Company may at its absolute discretion obtain any kind of services from any other person during the Term.
- (c) The Contractor acknowledges and agrees that the Company:
 - (i) does not represent that it will issue any Site Instructions under this document; and
 - (ii) is not required to acquire any minimum quantity of Services during the Term.

2.2 Contractor engaged as an independent contractor

- (a) Nothing in this document or any Contract constitutes the relationship of employer and employee, principal and agent, partnership or joint venture between:
 - (i) the Company and the Contractor; or
 - (ii) the Company and any Contractor's Personnel.
- (b) At all times the Labour Hire Workers and Contractor's Personnel remain the employees, agents or Subcontractors of the Contractor (as the case may be).
- (c) The Contractor acknowledges and agrees that neither it nor any Contractor's Personnel has authority to:
 - (i) assume or create, and must not assume or create, any obligation on behalf of the Company except with the express written instruction of the Company; and
 - (ii) make any representation or warranty (whether express or implied) on behalf of the Company.

3. STANDING OFFER ARRANGEMENT

3.1 Formation of Contract

- (a) Subject to termination of this document in accordance with its terms:
 - (i) the Contractor makes a standing offer to the Company to provide Services to the Company on the terms set out in this document and any Contract, which offer can be accepted multiple times by the Company from time to time during the Term; and
 - (ii) the Company may issue a Site Instruction to the Contractor in accordance with clause 3.2;
 - (iii) the Contractor may notify the Company that it is able to provide the Services set out in a Site Instruction in accordance with clause 3.2(c); and
 - (iv) the Company may issue to the Contractor a Manning Schedule for Services set out in a Site Instruction in accordance with clause 3.3(a),

and at the time the Company issues a Manning Schedule for Services set out in a Site Instruction to the Contractor in accordance with clause 3.3(a), a separate binding agreement will be formed between the Contractor and the Company in accordance with clause 3.6 (**Contract**) for the supply of Labour Hire Workers for the Role or Roles specified in that Manning Schedule.

- (b) The parties acknowledge that:
 - (i) this document; and
 - (ii) each Contract,

is a separate contractual arrangement between the Company and the Contractor, this document and each Contract each being capable of termination separate from each other, to the extent this document and any such Contract may from time to time be in effect.

- (c) The Contractor must supply the Services in accordance with the relevant Contract.

3.2 Site Instructions

- (a) During the Term, the Company may issue to the Contractor a Site Instruction that will specify:
 - (i) the scope of Services that the Company may require during a particular period of time;
 - (ii) rostering arrangements and requirements; and
 - (iii) Role requirements, including any required skills and experience, formal qualifications (whether by reference to a specific Role or Roles or Role Profile or Role Profiles or not).
- (b) The Contractor acknowledges and agrees that:
 - (i) any information contained in a Site Instruction does not constitute any commitment, representation or warranty by the Company that it will issue a Manning Schedule, procure any Services from the Contractor, or enter into any Contract, during the Term;
 - (ii) the Company is not required to issue a Manning Schedule that reflects any or all of the information contained in a Site Instruction; and
 - (iii) any Manning Schedule that is issued by the Company to the Contractor in accordance with clause 3.3 may not reflect or contain any or all of the information that is contained in a Site Instruction.
- (c) The Contractor must, within one (1) Business Day of receiving the Site Instruction, confirm to the Company in writing whether or not it is able to offer the Services contained in the Site Instruction.
- (d) If the Contractor confirms that it is able to offer the Services contained in a Site Instruction in accordance with clause 3.2(c), the Contractor must, within two (2) Business Days of that confirmation, provide the Company with:
 - (i) a list of the names of the persons that it may supply to the Company as Labour Hire Workers to perform the Role or Roles in accordance with the relevant Contract; and
 - (ii) any other information about the persons provided under clause 3.2(d)(i) that the Company may reasonably require.
- (e) The Company may, within two (2) Business Days of receiving the information from the Contractor provided under clause 3.2(d), advise the Contractor of any persons that the Company considers do not fit the Role Profile for the relevant Role or Roles, in which case the Contractor must not include such persons in any Manning Schedule.

3.3 Manning Schedule

- (a) From time to time, the Company may provide the Contractor with a manning schedule, which will contain the following details:
 - (i) the Site Instruction or Site Instructions to which it relates;
 - (ii) the period for which the manning schedule will apply;
 - (iii) the number of each Role that the Company requires for that period;
 - (iv) the relevant department at the Site within which the Labour Hire Workers will be required to work;
 - (v) the date on which the Labour Hire Workers will commence work;

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- (vi) the rostering arrangements or work schedule; and
- (vii) any other relevant information that the Company may provide to the Contractor,
(Manning Schedule).
- (b) The Company may issue more than one Manning Schedule in relation to a Site Instruction.
- (c) The Contractor must, within three (3) Business Days of the Company issuing the Manning Schedule, return to the Company a completed Manning Schedule that specifies:
 - (i) the names of the persons that it proposes to provide to the Company as Labour Hire Workers to fill the Roles under the Manning Schedule; and
 - (ii) the skills, formal qualifications of and experience of, each of those persons.
- (d) The SSE may review the Manning Schedule and exercise the rights set out in clause 6.6.
- (e) The Company may, in its discretion, vary the Manning Schedule at any time, including any Manning Schedule that is part of a Contract, by providing the Contractor with 30 days' notice, unless:
 - (i) the Company is not able to conduct mining activities;
 - (ii) the Company becomes an Affected Party;
 - (iii) Industrial Action is anticipated, threatened, pending, probable or occurring;
 - (iv) the Contractor at any time fails to comply with clause 6.11(a)(x);
 - (v) the Contractor does not complete the Manning Schedule in accordance with clause 3.3(b); or
 - (vi) there is a safety event or incident which is affecting, or which has affected, the Site,

in which case, the Company may vary the Manning Schedule, which will form part of a Contract, immediately by notice to the Contractor.

3.4 Quotation for Services

- (a) The Company may request the Contractor to provide a quotation for Services, the Charges for which are not contained in Schedule 2.
- (b) The Company may then issue a Site Instruction for those Services, which the Contractor may confirm in accordance with clause 3.2(c).
- (c) The parties acknowledge and agree that any request for a quotation issued by the Company does not form part of, amend, alter or affect in any way any existing Contract or the parties' obligations under any existing Contract.

3.5 Company's use of Site Instructions, Manning Schedule and quotations

The Company may use any Site Instruction, Manning Schedule or quotation in order to cross-check any tax invoice provided by the Contractor to the Company.

3.6 Contracts

- (a) At the time that the Company issues a Manning Schedule for Services set out in a Site Instruction to the Contractor in accordance with clause 3.3(a), a Contract is formed for the supply of Labour Hire Workers for the Role or Roles specified in that Manning Schedule.

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- (b) Each Contract will be governed by the terms of this document, the relevant Manning Schedule and the Site Instruction which relates to the Services acquired that are detailed in the Manning Schedule.
- (c) If there is any discrepancy, inconsistency or ambiguity between the documents comprising a Contract, being:
 - (i) a Manning Schedule issued by the Company and completed and returned by the Contractor (as amended by the Company in accordance with clause 3.3(c) from time to time); and
 - (ii) the Site Instruction issued by the Company which relates to the Services that are detailed in the Manning Schedule;
 - (iii) this document,the Company Representative must resolve the discrepancy, inconsistency or ambiguity by applying the above order of precedence.
- (d) If there is any discrepancy, inconsistency or ambiguity between any documents that do not comprise the Contract, but are issued by the Company to the Contractor in accordance with this document or any Contract, the Company Representative may resolve the discrepancy, inconsistency or ambiguity in its sole discretion.

3.7 Purchase Orders

- (a) The Company may, for the sole purpose of facilitating payment by the Company for the Services provided under a Contract, issue a Purchase Order or a number of Purchase Orders, which must refer to the relevant Site Instruction under which the Services are provided.
- (b) The parties acknowledge and agree that any Purchase Orders issued by the Company do not form part of, amend, alter or affect in any way a Contract or the parties' obligations under a Contract.

4. TERM**4.1 Term**

This document takes effect on the Commencement Date and, subject to clause 4.2, will terminate on the date that is the earlier of:

- (a) the Completion Date; and
- (b) the date when a party lawfully terminates this document in accordance with its terms, (Term).

4.2 Extension of Term

- (a) The Company may, in its absolute discretion, extend the Term by issuing to the Contractor a notice at least 1 month prior to the Completion Date or within a shorter period agreed between the parties, notifying the Contractor of the proposed amended Completion Date.
- (b) The Contractor may object to the extension of the Term by notice to the Company within ten (10) Business Days of the notice issued by the Company under clause 4.2(a), in which case the parties agree to use their respective best endeavours to negotiate and agree an amended Completion Date that is acceptable to both parties.
- (c) If, after ten (10) Business Days of the Contractor issuing to the Company a notice under clause 4.2(b), the parties have not agreed an amended Completion Date, then this document will terminate on the Completion Date.

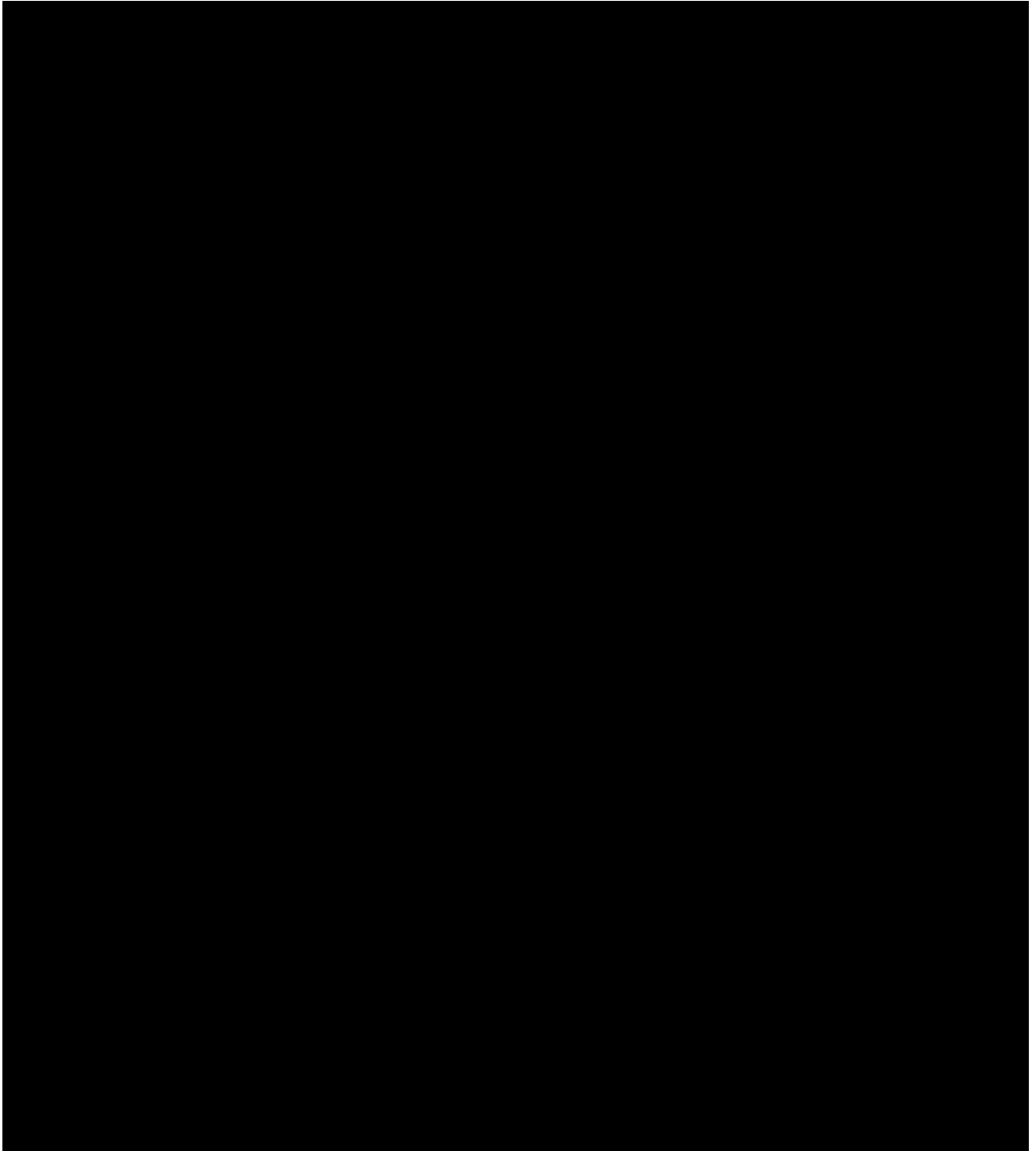
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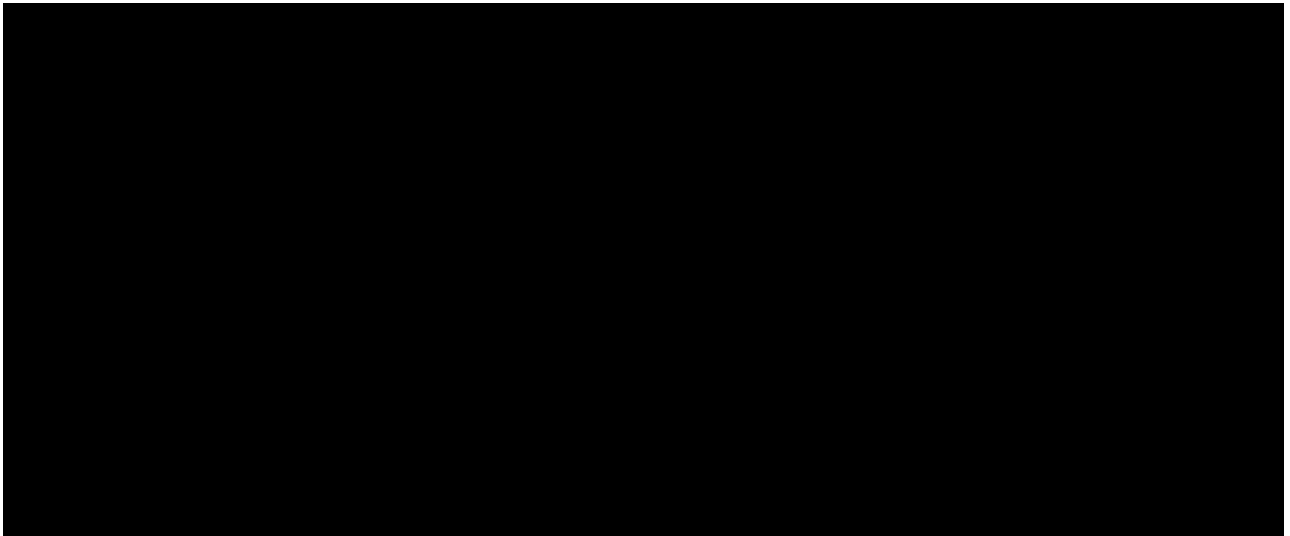
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- (d) If the Contractor does not object to the extension of the Term in accordance with clause 4.2(b), the Completion Date will be deemed to be amended as notified by the Company in its notice given under clause 4.2(a).

4.3 Termination, expiry or extension of the Term

If this document is terminated, expires, or in any other way comes to an end, in whole or in part, each Contract in existence at the date of termination or expiry of this document will, unless the Contract requires otherwise, remain effective in accordance with its terms.

5. CHARGES



6. LABOUR HIRE WORKERS

6.1 Supply of Labour Hire Workers

The Contractor must provide Labour Hire Workers to the Company in accordance with the relevant Contract.

6.2 Warranties regarding Labour Hire Workers

The Contractor warrants that all Labour Hire Workers:

- (a) will be employees or Subcontractors of the Contractor, including during periods when those Labour Hire Workers are under the direction and supervision of the Company;
- (b) have the appropriate qualifications, skills, training, experience, certifications, licenses, inductions, site authorisations and level of medical fitness for the Roles they are to perform at the Site;
- (c) fulfil the requirements of the relevant Role Profile;
- (d) are competent and responsible workers in their trade, job or classification;
- (e) will perform their Role, including all relevant duties and tasks, with the level of care, skill and competence that the Company is reasonably entitled to expect;
- (f) have completed the safety inductions required by the Company; and
- (g) will comply with all Anglo American's Corporate Policies, the SHE Requirements, anti-discrimination and other policies and procedures and all other Site requirements.

6.3 Provision of documents to the Company

If requested by the Company, the Contractor must provide any information and copies of any relevant documentation in relation to a Labour Hire Worker that the Company reasonably requires in order to determine if the Contractor has complied with the warranties set out in clause 6.2.

6.4 Subcontractors

- (a) The Contractor may not provide any Labour Hire Worker to the Company unless the Labour Hire Worker is either:
 - (i) an employee of the Contractor; or

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- (ii) a Subcontractor.
- (b) If requested by the Company, the Contractor must provide any information and copies of any relevant documentation that the Company reasonably requires in order to determine if the Contractor has complied with clause 6.4(a).

6.5 Standard Engagement Terms

- (a) The Contractor must:
 - (i) include the Standard Engagement Terms in its contract of employment (or equivalent) with each Labour Hire Worker; and
 - (ii) must not amend the Standard Engagement Terms at any time.
- (b) If requested by the Company, the Contractor must provide any information and copies of any relevant documentation that the Company reasonably requires in order to determine if the Contractor has complied with this clause 6.5.

6.6 Objection to Labour Hire Workers prior to arrival on Site

- (a) The SSE may:
 - (i) require the Contractor to provide any information that he or she may require for the purposes of determining whether to object to the provision of a Labour Hire Worker under clause 6.6(a)(ii); and
 - (ii) object to any Labour Hire Worker that the Contractor proposes to provide to the Site, before that person comes on-Site, and direct the Contractor that any such person is not permitted on the Site.
- (b) If a direction is given under clause 6.6(a)(ii), the Contractor:
 - (i) is not entitled to any compensation as a result of the direction; and
 - (ii) must source an alternative Labour Hire Worker at its cost.

6.7 Direction by the Company

The parties acknowledge that the Company may provide direction to and supervision of Labour Hire Workers when on Site.

6.8 Contractor requirements

The Contractor must ensure that every Labour Hire Worker:

- (a) fits the Role Profile for the Role that the Labour Hire Worker is required to fill;
- (b) performs in accordance with the Minimum Work Standards;
- (c) properly performs their duties and is not incompetent, unqualified or negligent;
- (d) does not breach any Anglo American's Corporate Policies, Group Technical Standards, SHE Requirements or any other applicable policy or procedure on Site; and
- (e) does not breach or otherwise fail to comply with the rules, conditions or requirements applicable in any accommodation provided, arranged or paid for by the Company, including accommodation in an accommodation village.

6.9 Contractor responsible for the Labour Hire Workers

- (a) The Contractor is responsible for:
- (i) recruitment of all Labour Hire Workers and all costs associated with recruitment, including, for example, reviews of curriculum vitae, interviews, reference checking, validation of qualifications and/or licences and/or tickets and facilitation of all required coal board medical assessments;
 - (ii) on-boarding of all Labour Hire Workers and all costs with on-boarding, except those expressly provided for in clause 15.1, including, for example, presenting offers of engagement and facilitation of all required inductions;
 - (iii) the following in relation to all Labour Hire Workers:
 - (A) tracking and facilitation of all required refresher training or refresher inductions; and
 - (B) tracking and ensuring the completion, and currency of, all required periodic medical or health assessments,and all costs associated with the above;
 - (iv) remuneration and benefits, including any applicable superannuation contributions, annual leave, sick leave, long service leave, overtime and penalty rates to or in respect of all Labour Hire Workers;
 - (v) approval and management of all leave requests; and
 - (vi) any workers' compensation premiums or levies, income tax, group tax, payroll tax, fringe benefits tax, superannuation guarantee charges and other imposts or levies imposed by law on the Contractor, payable to or in respect of the Labour Hire Workers;
- (b) complying with any requirement imposed by law in respect of the Labour Hire Workers;
- (c) complying with any applicable award, industrial or enterprise agreements, order or determination of an industrial tribunal in respect of the Labour Hire Workers;
- (d) any payment upon termination of service payable to or in respect of any Labour Hire Workers; and
- (e) undertaking any disciplinary action against any of the Labour Hire Workers.

6.10 Unplanned absence from the Site

- (a) If, as a result of unplanned reasons (for example, because a Labour Hire Worker becomes ill), a Labour Hire Worker is unable to attend at the Site to perform their Role at any time, then the Contractor must:
- (i) inform the Company as soon as possible, but by no later than the start of the absent Labour Hire Worker's Rostered Shift, that the Labour Hire Worker is unable to attend at the Site; and
 - (ii) provide a replacement Labour Hire Worker within:
 - (A) two Rostered Shifts; or
 - (B) by the start of the next roster cycle of the Labour Hire Worker,whichever is the shorter.

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- (b) Clause 6.10(a) does not apply in relation to any absence from site by a Labour Hire Worker that is not unplanned.
- (c) If a Labour Hire Worker is unable to attend at the Site to perform their Role at any time for any reason that is not unplanned (eg, pre-arranged leave arranged between the Contractor and the Labour Hire Worker), then the Contractor must immediately inform the Company and provide a replacement Labour Hire Worker within:
 - (i) one Rostered Shift; or
 - (ii) by the start of the next roster cycle of the Labour Hire Worker,whichever is the shorter.
- (d) Nothing in this clause 6.10 impacts the Contractor's obligation to use its best endeavours to achieve the KPI for Available Workforce, or otherwise restricts or limits the Company's ability to rely on and enforce clause 13 in the event of non-compliance by the Contractor.

6.11 Right to require removal and replacement of Labour Hire Workers

- (a) If the SSE forms the view that:
 - (i) a Labour Hire Worker does not fit the Role Profile for the Role that the Labour Hire Worker is required to fill;
 - (ii) a Labour Hire Worker is not performing in accordance with the Minimum Work Standards;
 - (iii) a Labour Hire Worker is not properly performing their duties, is incompetent, unqualified or negligent;
 - (iv) a Labour Hire Worker is excess to the Company's requirements;
 - (v) a Labour Hire Worker has breached any of Anglo American's Corporate Policies, Group Technical Standards, SHE Requirements or any other applicable policy or procedure on Site;
 - (vi) any Labour Hire Worker has been provided to the Company in breach of clause 6.4;
 - (vii) a Labour Hire Worker has breached or otherwise failed to comply with the rules, conditions or requirements applicable in any accommodation provided, arranged or paid for by the Company, including accommodation in an accommodation village; or
 - (viii) he or she is otherwise dissatisfied with the conduct of any Labour Hire Worker,the SSE may, at any time, direct the Contractor to:
 - (ix) promptly remove the Labour Hire Worker from the Site;
 - (x) provide a replacement Labour Hire Worker within three rostered shifts of the Labour Hire Worker who has been removed; and
 - (xi) require the Contractor to use its best endeavours to procure a substitute Labour Hire Worker, to the reasonable satisfaction of the Company, to provide interim coverage until the replacement Labour Hire Worker is provided.
- (b) If the SSE requires the removal of a Labour Hire Worker, the Company will only be required to pay for the hours or days actually worked by the Labour Hire Worker prior to his or her removal from the Site.

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- (c) If the direction is given in relation to a Labour Hire Worker on the first day that the Labour Hire Worker is on Site, the Company is not obliged to pay any amount to the Contractor for the supply of that Labour Hire Worker.

7. CONTRACTOR OBLIGATIONS**7.1 Standard of Services**

The Contractor must:

- (a) ensure that the Services are performed competently in a proper and efficient manner and in accordance with the terms of any Contract and any Relevant Law;
- (b) ensure the good and proper conduct of the Labour Hire Workers in carrying out work at the Site;
- (c) ensure that the Labour Hire Workers perform the work at the Site safely and without risk to either themselves or others at the workplace;
- (d) fully inform itself of the Company's requirements for the provision of the Services by the Contractor;
- (e) require the Labour Hire Workers to comply with all lawful rules, regulations and policies imposed by the Company at the Site, including any policies or procedures that form part of the SHMS at the Site;
- (f) ensure that all Labour Hire Workers have:
 - (i) up to date inductions;
 - (ii) attended any required refresher training; and
 - (iii) all required medical or health assessments, whether periodic or otherwise;
- (g) as soon as it becomes aware of any issue that could affect the performance of its obligations under this document or any Contract, immediately notify the Company of the issue and use its best endeavours to ensure the issue has no or minimal impact on its performance of its obligations under this document or any Contract; and
- (h) provide the Services in accordance with:
 - (i) the Contract;
 - (ii) best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing services of a similar nature to the Services; and
 - (iii) all the requirements of Government Consents and Relevant Law affecting or applicable to the performance of the Services.

7.2 Warranties and acknowledgments by Contractor

The Contractor warrants and acknowledges that:

- (a) the Company has entered into this document and enters into each Contract relying on the skill, care, expertise, experience and ability of the Supplier to provide the Services; and
- (b) has made its own enquiries and satisfied itself as to the nature of the Services, the nature and location of the Labour Hire Workers, the general and local conditions at the Site and all other matters which may in any way affect the performance or cost of performing the Services.

7.3 Contractor Representative

The Contractor must ensure that:

- (a) the Contractor Representative (or a delegate approved by the Contractor Representative) has full authority to execute the directions of the Company Representative without delay and is responsible for ensuring that the Services are provided in accordance with a Contract;
- (b) notices to the Company are only issued by persons who are duly authorised to do so by the Contractor; and
- (c) the Contractor Representative is only removed or replaced with the prior written approval of the Company Representative.

7.4 Contractor Site Representative

- (a) The Contractor must appoint, at its own cost, a person to act as the Contractor Site Representative and that person will be based at the Site and be responsible for the day-to-day administrative matters relating to of the Labour Hire Workers, including, for example, mobilisation to the Site, approval of absences from work and payroll issues.
- (b) The Contractor Site Representative will not have responsibility for the delegation of work to the Labour Hire Workers or otherwise be required to supervise or direct the Labour Hire Workers in the performance of work at the Site, unless the Company notifies and requests the Contractor Site Representative in writing to do so.
- (c) The Contractor may not remove or replace the Contractor Site Representative without the prior written approval of the Company Representative.

7.5 Labour supply

The Contractor is responsible for advising the Company of any major changes in labour supply or labour supply risks as early as possible.

7.6 Industrial relations

- (a) The Contractor must:
 - (i) immediately advise and keep the Company informed of any industrial issues or potential industrial issues which are relevant to, or may become relevant to, the performance of the Services or to the Site generally;
 - (ii) consult with the Company regarding those matters; and
 - (iii) if requested by the Company to do so, take any action that the Company may reasonably require in order to manage or deal with any industrial issue or potential industrial issue.
- (b) Without limiting clause 7.6(a), the Contractor must immediately notify the Company Representative if:
 - (i) any approaches are made to it by any union official or union representative in relation to any existing enterprise agreement that covers or applies to any Labour Hire Worker;
 - (ii) the Contractor is requested to bargain for, or requested to enter into discussions in relation to, or advised that it is required to enter into, an enterprise agreement which will cover or apply to any Labour Hire Worker; or
 - (iii) it receives any information that suggests or indicates that Unprotected Industrial Action may occur at the Site.

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- (c) The Contractor is responsible for identifying and managing any Industrial Action, Industrial Dispute or any other relevant industrial matter or dispute.
- (d) The Contractor must ensure that the Labour Hire Workers do not engage in any Unprotected Industrial Action, including taking immediate and necessary steps to obtain orders in the Fair Work Commission or Federal Court to stop such Unprotected Industrial Action.

7.7 PPE

- (a) The Contractor must provide the PPE to the Contractor's Personnel.
- (b) The parties agree that the Company is not responsible for providing, or making available, PPE to any Contractor's Personnel.
- (c) The Company agrees to reimburse the Contractor for the reasonable costs actually incurred by the Contractor (at cost, with no margin applied) in providing the PPE to the Contractor's Personnel.
- (d) Approval for reimbursement of replacement PPE expenses must also be confirmed with the Company Representative (or their Delegate) prior to incurring the expense. In general, replacement PPE expense approval will be granted on a "fair wear and tear basis".
- (e) The Contractor must submit to the Company a tax invoice for the costs reimbursable under clause 7.7(c) and 7.7(d), in accordance with the requirements of clause 16, except that these invoices will be submitted separately and on a monthly basis.
- (f) The Contractor must quantify and substantiate all costs claimed under clause 7.7(c) and 7.7(d).

7.8 General obligation to provide information and documentation

In addition to the specific rights set out in this document and any Contract, if requested by the Company, the Contractor must provide any information and copies of any relevant documentation that the Company reasonably requires in order to determine if the Contractor has acted, or is acting, in compliance with any of its obligations under this document or under a Contract.

7.9 Specific obligation to provide SHMS information and documentation

In addition to the specific rights set out in this document and any Contract, if requested by the Company, the Contractor must provide any information, data inputs and copies of any relevant documentation that the Company reasonably requires in order for the Company to maintain its SHMS.

8. EMPLOYEE RELATIONS MANAGEMENT PLAN**8.1 Contractor to establish an ERMP**

- (a) Prior to the Commencement Date, the Contractor must establish an ERMP on terms that are satisfactory to the Company.
- (b) The ERMP must, at a minimum:
 - (i) address each of the matters set out in the ERMP Questionnaire (as may be varied by the Company from time to time);
 - (ii) contain the Workflows;
 - (iii) provide for the appointment of the Contractor Representative; and
 - (iv) provide for the appointment of the Contractor Site Representative.

8.2 Contractor to maintain the ERMP

At all times during the Term, the Contractor must maintain an ERMP on terms that are satisfactory to the Company and which at least meets the same minimum requirements set out in clause 8.1(b).

8.3 Auditing

- (a) The Company may audit the Contractor's ERMP:
 - (i) within the period that ends on the date that is three months after the Commencement Date; and
 - (ii) at any other time, and on one or more occasions, during the Term.
- (b) If requested by the Company, the Contractor must provide any information and copies of any relevant documentation that the Company reasonably requires in order to determine if the Contractor has acted, or is acting, in compliance with any of its obligations under this clause 8.
- (c) At any time after the Company has audited the ERMP, including the audit conducted in accordance with clause 8.3(a), the Company may:
 - (i) advise the Contractor that the ERMP is not satisfactory and the reasons why the ERMP is not satisfactory to the Company; and
 - (ii) direct the Contractor to perform corrective actions in relation to the reasons why the ERMP is not satisfactory, and the Contractor must do all things reasonably necessary to perform those corrective actions.
- (d) If the Company advises the Contractor and/or requires corrective actions in accordance with clause 8.3(c), the Contractor must take all reasonable steps to address the matters raised by the Company within seven (7) Business Days.
- (e) If, after seven (7) Business Days the Company is not satisfied that the matters it has raised have been sufficiently addressed, then the Company may:
 - (i) immediately direct the removal of any Labour Hire Worker from the Site;
 - (ii) immediately suspend the Services at the Contractor's expense until such time as the matter has been remedied to the reasonable satisfaction of the SSE; and
 - (iii) at any time following suspension of the Services under clause 8.3(e)(ii), terminate the relevant Contract in accordance with its terms.

8.4 Variation of ERMP Questionnaire

- (a) The Company may vary the ERMP Questionnaire from time to time in its absolute discretion and will provide a copy of the varied ERMP Questionnaire to the Contractor.
- (b) If the Company varies the ERMP Questionnaire in accordance with clause 8.4(a), the Contractor must update its ERMP to address the matters set out in the varied ERMP Questionnaire within twenty one (21) Business Days of the Company providing a copy of the varied ERMP to the Contractor.

8.5 Contractor change to the ERMP

- (a) If the Contractor proposes to make any change to its ERMP, the Contractor must:
 - (i) give at least three (3) Business Days' notice to the Company that it proposes to change its ERMP and provide specific details of the changes it proposes to make; and

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- (ii) consult with the Company in relation to any proposed change to its ERMP, and seriously consider the views of the Company before making any final decision to change the ERMP.
- (b) At any time after the Contractor makes a change to its ERMP, the Company may exercise the rights contained in clause 8.3.

9. TRANSPORT AND SITE ACCESS SYSTEM**9.1 Transport**

- (a) The Company may, in its discretion, provide the Contractor with transport services (ie buses) in order to transport Labour Hire Workers from their place of accommodation to the Site (**Transport**).
- (b) If the Company does provide Transport, then the Contractor must ensure that:
 - (i) it does all things necessary to ensure that every Labour Hire Worker is required to and does use the Transport; and
 - (ii) it does not permit any Labour Hire Worker to travel to the Site via any means other than the Transport.
- (c) If the Company does provide Transport, then the Contractor's Personnel are required to use any Transport Access System which is in place upon entry and exit of the Transport.
- (d) If any Labour Hire Worker travels to the Site via any means other than the Transport then the Company may, in its discretion advise the Contractor that the Labour Hire Worker is not permitted to perform work at the Site on the relevant day.

9.2 Site Access System

The Contractor's Personnel are required to utilise the Site Access System upon entry and exit of the Site.

10. VALIDATION OF TIMESHEETS

- (a) At the completion of each day, Labour Hire Workers must complete a timesheet recording the hours worked by that Labour Hire Worker during that day and submit that timesheet to the Contractor for approval on a weekly basis.
- (b) After the Contractor has approved the timesheets, the Contractor Representative must then present the timesheets to the Company Representative.
- (c) The parties agree that from time to time during the Term, the Company may conduct a timesheet audit and if the Company reasonably determines there has been an error in a timesheet, the Company may notify the Contractor of that error and if the error has resulted in the Company being overcharged for the Services, the Company will be entitled to deduct the amount overcharged from any amount due or becoming due to the Contractor under a Contract.

11. ANGLO AMERICAN'S CORPORATE POLICIES, GROUP TECHNICAL STANDARDS AND SHE REQUIREMENTS**11.1 Contractor's obligations**

- (a) The Contractor must, and must ensure that any Contractor's Personnel must:
 - (i) prior to going on Site, obtain (in the case of the Contractor, from the Company Representative and in the case of Contractor's Personnel, from the Contractor) the Company's policies that form part of the SHE Requirements relevant to the Site;

- (ii) be trained in:
 - (A) the SHE Requirements, including standard operating procedures;
 - (B) Anglo American's Corporate Policies; and
 - (C) the Group Technical Standards;
- (iii) prior to going on Site, obtain (in the case of the Contractor, from the Company Representative and in the case of Contractor's Personnel, from the Contractor), access and review Anglo American's Corporate Policies and Group Technical Standards;
- (iv) comply with:
 - (A) Anglo American's Corporate Policies;
 - (B) the Group Technical Standards; and
 - (C) the SHE Requirements, including standard operating procedures;
- (v) comply with any other safety and health requirements, safe work instructions or reasonable directions with respect to health and safety at Site;
- (vi) acknowledge and agree to comply with Anglo American's Corporate Policies, Group Technical Standards and SHE Requirements; and
- (vii) acknowledge to the Company Representative in writing, within two weeks following the Commencement Date and each commencement of any Contract:
 - (A) the extreme importance that the Company places on establishing and maintaining high standards in relation to workplace health and safety, the protection of the environment and positive stakeholder relationships;
 - (B) that the Company is committed to eliminating work related injuries and occupational illnesses with a view to achieving the vision of 'Zero Harm'; and
 - (C) the importance that the Company places on compliance with Anglo American's Corporate Policies, Group Technical Standards and SHE Requirements.
- (b) The Contractor warrants that the Charges includes all amounts necessary for compliance with the Anglo American's Corporate Policies, Group Technical Standards and SHE Requirements.
- (c) If requested by the Company, the Contractor must provide proof to the Company that it has complied with its obligations under this clause 11.1.

11.2 Violation of requirements

If any Contractor's Personnel violates any Anglo American's Corporate Policies, Group Technical Standards or SHE Requirements:

- (a) the Contractor must immediately notify the Company;
- (b) the Contractor must promptly correct the violation; and
- (c) the SSE may act in accordance with clause 6.11.

11.3 Reporting obligations

The Contractor and all the Contractor's Personnel are obliged to comply with the incident reporting requirements which are contained in the Incident Reporting Standard.

11.4 Breach of contract

Any:

- (a) material failure by the Contractor or any Contractor's Personnel to comply with a SHE Requirement; or
- (b) material failure by the Contractor or any Contractor's Personnel to comply with Anglo American's Corporate Policies;
- (c) material failure by the Contractor or any Contractor's Personnel to comply with the Group Technical Standards;
- (d) failure to comply with the Incident Reporting Standard; or
- (e) failure to comply with a SHE Requirement which has or could have material consequences,

constitutes a material breach of this document or a Contract and without limiting any other right or remedy available to the Company, the Company may in the event of such failure do one or more of the following:

- (f) immediately direct the removal of any person from the Site;
- (g) immediately suspend the Services at the Contractor's expense until the failure has been remedied to the reasonable satisfaction of the SSE; or
- (h) either immediately or at any time following suspension of the Services under clause 11.4(g), terminate this document or a Contract by serving notice on the Contractor.

11.5 Audit of Contractor

The Company may at any time undertake, or engage a third party to undertake, an audit of the Contractor to ensure that:

- (a) the Contractor is compliant with the SHE Requirements; and
- (b) that the Contractor has ensured, and has proof, that all Contractor's Personnel are also compliant with the SHE Requirements.

11.6 No remedies

- (a) The Charges are deemed to be inclusive of any costs relating to compliance with this clause 11, and the Contractor is not entitled to a variation or any compensation in relation to a direction under this clause 11 or a suspension or termination under clause 11.4.
- (b) The Contractor must be aware of, understand and comply with any additional Site SHE Requirements prior to the commencement of any Services.

11.7 Further duty to cooperate in investigations

Notwithstanding any other provision contained in this document or any Contract, if the Contractor or the Contractor's Personnel has witnessed or, in the opinion of the Company, otherwise has or possesses relevant information or knowledge relating to a safety incident which occurs at the Site, the Contractor must fully participate in, and cooperate with, and direct the Contractor's Personnel to fully participate in, and cooperate with, any investigation or

reporting process as requested by the Company Representative, including the provision of signed statements.

11.8 Safety incident

Notwithstanding any other provision contained in this document or any Contract, if a safety incident occurs on the Site which was caused or contributed to by the Contractor or the Contractor's Personnel, the Contractor must:

- (a) immediately notify the Company about the safety incident and provide all information that the Company requires the Contractor to provide about the safety incident;
- (b) fully participate and cooperate with, and direct the Contractor's Personnel to fully participate and cooperate with, in any investigation or reporting process as requested by the Company Representative, including the provision of signed statements;
- (c) indemnify the Company for all costs and expenses incurred by the Company in investigating the safety incident, whether or not the investigation is conducted by the Company's personnel or by third parties engaged by the Company; and
- (d) bear all costs and expenses in relation to any investigation that the Contractor independently wishes to conduct, unless otherwise agreed with the Company.

11.9 Effect of termination

Where the Company terminates this document or a Contract in accordance with clause 11.4, clause 27 will apply.

12. PROGRESS AND OTHER REPORTS AND MEETING REQUIREMENTS

12.1 Company will provide extract

- (a) The Company will provide to the Contractor a relevant extract from the Company's Enablon Incident Reporting Database (or alternative) on a monthly basis, which the Contractor may use solely for the purpose of preparing Progress Reports in accordance with clause 12.2.

12.2 Progress reports

- (a) The Contractor must submit Progress Reports in relation to the Services on the fifth Business Day of each month, or in accordance with a later timetable otherwise specified by the Company Representative, to the Company Representative, containing the following information:
 - (i) the number of Labour Hire Workers who are on Site as at the reporting time;
 - (ii) a summary of open Site Instructions and corresponding tax invoices submitted for the month;
 - (iii) hours worked by all Labour Hire Workers;
 - (iv) any other material issue relating to the Labour Hire Workers;
 - (v) the performance of the Contractor in achieving the KPIs;
 - (vi) the performance of the Labour Hire Workers in achieving the Minimum Work Standards using the template which is set out in Schedule 9;
 - (vii) workers' compensation claims and all relevant safety matters, incidents, issues, work related injuries and statistics, including accident or injury statistics relating to the Contractor's Personnel provided by the Contractor under a Contract; and

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- (viii) any other information that the Company may from time to time reasonably request from the Contractor in relation to the Labour Hire Workers.
- (b) The Company may validate the accuracy of any Progress Report that the Contractor provides to it using any information it sees fit.
- (c) The Contractor must, at the request of the Company, provide such information to the Company as the Company reasonably requires in order to validate the accuracy of any Progress Report.

12.3 Other reports

The Contractor must:

- (a) for the duration of the Term and any Contract, and the 12 month period immediately following the end of the Term and any Contract, provide to the Company by 30 November of each year, an aggregate of net invoiced value for that calendar year itemised by postcode within the state of Queensland where the Labour Hire Workers were sourced;
- (b) notify the Company as soon as practicable after becoming aware, of any material changes to the supply of labour, or risks related to the supply of labour, including any industrial disputes, actions or other matters;
- (c) provide such other written reports as may be reasonably required by the Company to ensure that the Company is fully informed about all aspects of performance of the Services; and
- (d) provide reports required under this section 12.3 in a format and at times as may be reasonably required by the Company.

12.4 Regular meetings

- (a) If required by the Company, the Contractor Representative must attend any meetings requested by the Company to review the progress of, and other problems, claims and matters related to, the Services.
- (b) The Contractor is responsible for preparing minutes of any such meetings and providing those to the Company.

13. KEY PERFORMANCE INDICATORS**13.1 Contractor to achieve KPIs**

- (a) The Contractor must use its best endeavours to achieve the KPIs.
- (b) The Contractor agrees to:
 - (i) measure its achievement, or failure to achieve, the KPIs; and
 - (ii) provide to the Company a report within five (5) Business Days of the end of each month that sets out the Contractor's performance in providing the Services against the KPIs for that immediately preceding month.

13.2 Failure to achieve KPIs

- (a) Subject to clauses 13.4 and 13.5, if the Contractor fails to achieve the KPIs in any one month:
 - (i) that failure must be notified to the Company (or to the Contractor if the Company identifies the Contractor's failure to achieve the KPIs);

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- (ii) the Company may require the Contractor to meet with the Company within two (2) Business Days to discuss achievement of the KPIs and mitigation strategies; and
 - (iii) the Company may deduct from the Charges payable by it to the Contractor, any amount reasonably incurred by the Company as a result of the Contractor's failure to achieve the KPIs.
- (b) The Contractor acknowledges and agrees that any failure by it to achieve the KPIs will result in the Company incurring losses and expenses.

13.3 Consistent failure to achieve KPIs

Subject to clauses 13.4 and 13.5, the Contractor acknowledges and agrees that, if the Contractor fails to achieve the KPIs:

- (a) for three consecutive months; or
- (b) for any three months in a six month period,

then:

- (c) the Contractor will be deemed to have committed a Contractor Default for the purposes of clause 27.1; and
- (d) the Company shall be entitled to enforce its rights under clause 27, without prejudice to any other rights the Company may have under this document, any Contract or otherwise.

13.4 Failure to achieve Available Workforce

The Contractor acknowledges and agrees that if, for any reason other than a failure by the Company to provide the Manning Schedule, it fails to achieve the KPI for Available Workforce, then within 48 hours of the Contractor failing to achieve that KPI:

- (a) the Company may:
 - (i) notify the Contractor that it no longer requires the Roles which are contained in the relevant Manning Schedule in place at that particular point in time for the remainder of the duration of that Manning Schedule; and
 - (ii) immediately suspend the Services at the Contractor's expense until such time as the Contractor has established, to the satisfaction of the Company, that it is in a position to meet the KPI for Available Workforce; and
- (b) the Contractor will be deemed to have committed a Contractor Default for the purposes of clause 27.1; and
- (c) the Company shall be entitled to enforce its rights under clause 27, without prejudice to any other rights the Company may have under this document, any Contract or otherwise.

13.5 ERMP KPI

The Company agrees to waive the requirement for the Contractor to comply with the KPI for ERMP for a period of three months from the Commencement Date.

13.6 Company may review KPIs

- (a) The Company may review and adjust the KPIs from time to time, including the targets contained within the KPIs.
- (b) If the Company reviews and adjusts the KPIs, it must provide to the Contractor notice of any adjustments to the KPIs, including the targets contained within the KPIs, within one month of doing so.

14. MINIMUM WORK STANDARDS

- (a) The Company may review and adjust the Minimum Work Standards from time to time.
- (b) If the Company reviews and adjusts the Minimum Work Standards, it must provide to the Contractor notice of any adjustments to the Minimum Work Standards within one month.

15. ADDITIONAL BENEFITS FOR CONTRACTORS**15.1 Payment for Site Specific On-Boarding Costs**

- (a) The Company may, in its discretion, decide to pay to the Contractor the Site Specific On-Boarding Costs.
- (b) If any Labour Hire Worker does not remain on Site for at least three months, then the Contractor will repay to the Company any Site Specific On-Boarding Costs which are paid to the Contractor in accordance with clause 15.1(a).
- (c) This clause 15.1 is not subject to clause 5.1(e).

15.2 Payment for Final Costs

- (a) The Contractor may seek to recover from the Company the Final Costs if the Contractor:
 - (i) removes a Labour Hire Worker from the Site pursuant to a direction issued in accordance with clause 6.11(a)(ix);
 - (ii) advises the Company that, as a result of the direction, it has been required to terminate the employment of the Labour Hire Worker; and
 - (iii) provides the Company with evidence to the satisfaction of the Company that:
 - (A) it has terminated the employment of the Labour Hire Worker;
 - (B) the sole reason for the termination was the removal of the Labour Hire Worker;
 - (C) prior to terminating the employment of the Labour Hire Worker it made efforts to source alternative work for the Labour Hire Worker;
 - (D) it has made a termination payment to the Labour Hire Worker; and
 - (E) it has paid the Labour Hire Worker all their accrued entitlements, including all amounts of accrued personal leave.
- (b) The Final Costs will not include any amount that the Contractor pays, or is ordered to pay, to the Labour Hire Worker by way of compensation or damages.

15.3 Accommodation policy

The Contractor must put in place an accommodation policy in a form satisfactory to the Company which, among other things, provides the Labour Hire Workers with a range of options in relation to accommodation in or in the vicinity of Moranbah.

15.4 Accommodation

- (a) The Company may provide an allocation of accommodation in the Company's accommodation village or elsewhere within the town of Moranbah or in the vicinity to the Contractor for the Contractor to distribute, as it sees appropriate, to the Labour Hire Workers.

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- (b) The allocation of accommodation provided by the Company to the Contractor will be determined by the Company, in its sole discretion, by reference to the number of Labour Hire Workers supplied by the Contractor.
- (c) If the Company wishes to provide accommodation to a Labour Hire Worker that is not within the allocation of accommodation under this clause 15 and the Company does not have any available accommodation to provide to the Labour Hire Worker, the Company may agree to:
 - (i) the Contractor arranging alternative accommodation for the Labour Hire Worker; and
 - (ii) reimbursing the Contractor for the reasonable costs actually incurred by the Contractor in providing that accommodation to the Labour Hire Worker.
- (d) The Company will not be liable to reimburse the Contractor for any costs incurred by the Contractor under clause 15.1 unless the Company has agreed in writing, prior to the Contractor incurring such costs.
- (e) Any accommodation supplied by the Company in the Company accommodation village is supplied to the Contractor on the condition that the Contractor will ensure that the Labour Hire Workers comply with the village rules.
- (f) The Company reserves the right to refuse to supply, or to continue to supply, accommodation to the Contractor if any Labour Hire Workers fail to comply with the village rules.
- (g) The Contractor is responsible for rectifying, or replacing if appropriate, any damage caused to the accommodation provided by the Company and without limiting the Company's rights in any way, the Company may deduct the cost of the rectification or replacement of any damaged property, including any amounts indirectly incurred by the Company in rectifying or replacing that damaged property (including administration fees).

15.5 Other benefits

- (a) The Company may, in its discretion, provide benefits to the Contractor from time to time.
- (b) If the Company exercises its discretion to provide benefits to the Contractor the Company will also determine in its discretion the basis on which such benefits are provided.
- (c) The Contractor must ensure that the Fringe Benefits Tax (FBT) costs associated with the provision of any benefits to Labour Hire Workers are minimised to the best extent possible as permitted in the FBT law.

16. INVOICING**16.1 Company must pay tax invoices**

- (a) The Contractor must submit to the Company a tax invoice to the Company within five (5) Business Days of the end of each week for the amount the Contractor is entitled to be paid for the provision of Labour Hire Workers in that week, which is:
 - (i) the Charges payable for the provision of Labour Hire Workers up to the date of the invoice;
 - (ii) less any amounts that the Contractor has already been paid; and
 - (iii) less any amount the Company is entitled to deduct, withhold, retain or set-off in accordance with this document and any Contract.

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- (b) A tax invoice submitted earlier than five (5) Business Days after the end of a week will be deemed to have been submitted on the date that is five (5) Business Days after the end of that week.

16.2 Tax invoice particulars

A tax invoice issued by the Contractor must contain:

- (a) details of the relevant Site Instruction under which the Services are provided and any Purchase Order issued in relation to those Services;
- (b) particulars of the individual Labour Hire Workers supplied, including the individual and role, number of actual normal and overtime hours worked (where applicable) and the applicable Charge for that Labour Hire Worker;
- (c) particulars of any other expenses or costs that the Company has agreed to pay in writing prior to that expense or cost being incurred, including copies of any of the relevant invoices for such expenses or costs; and
- (d) sufficient information and supporting documentation to enable the Company to verify the accuracy of the amount claimed in an invoice.

16.3 Invoiced amounts

- (a) Any invoices that, in the reasonable opinion of the Company, have not been issued in accordance with this clause 16 will be returned to the Contractor unpaid.
- (b) The Company will pay the Contractor the amount the Contractor is entitled to be paid under an invoice issued in accordance with this clause 16 within 30 days of date that the invoice issued by the Contractor in accordance with this clause 16 is received by the Company.
- (c) The Company may at any time deduct, retain, withhold or set-off from any payment due or to become due to the Contractor all debts and amounts due or which may become due from the Contractor to the Company (including damages) whether in connection with this document, a Contract or otherwise. This provision does not limit the Company's right to recover those amounts in other ways.
- (d) The Company may, at its sole discretion, confirm the Contractor's invoice for hours worked against the hours recorded on either the Site Access System or the Transport Access System, and if for the period of time covered by an invoice, the hours recorded on the Site Access System or the Transport Access System are less than the claimed hours worked in the invoice for that period of time, the Company may withhold payment of the amount claimed by the Contractor in respect of the hours which are in excess of those recorded on the Site Access System under the relevant invoice.

16.4 Disputed amounts

- (a) The Company Representative must, within ten (10) Business Days of receiving an invoice from the Contractor:
 - (i) approve the invoice; or
 - (ii) notify the Contractor if all or any part of the invoice is not approved.
- (b) Upon notification being given under clause 16.4(a)(ii), the Company Representative and the Contractor Representative must review and discuss the invoice.
- (c) If the Company Representative and the Contractor Representative agree following a review of an invoice under clause 16.4(b), and:
 - (i) no further amendments are required to the invoice, then the Company Representative must approve the invoice; or

- (ii) the invoice requires amendment, then:
 - (A) the Contractor must submit an amended invoice to the Company Representative; and
 - (B) if the Company Representative is satisfied that all amendments agreed have been made, the Company Representative must approve the amended invoice.
- (d) If, within ten (10) Business Days of notification being given under clause 16.4(a)(ii), the parties have failed to agree on the invoice following a review under clause 16.4(b), the Contractor must provide an invoice for the undisputed portion at the request of the Company Representative.

16.5 Company's right to audit

- (a) The Company may audit the Contractor's records to determine if the Charges paid by the Company for the Services have been correctly calculated.
- (b) This right under clause 16.5(a) continues for 12 months after the Company pays the relevant tax invoice.
- (c) The Contractor will give the Company, and the Company's advisers, access to all records requested by the Company to enable it to carry out an audit under this clause 16.4 on reasonable notice from the Company.

16.6 Contractor's warranties

In submitting a tax invoice, the Contractor warrants to the Company that:

- (a) it has provided those Labour Hire Workers that are described in the tax invoice; and
- (b) all Subcontractors and employees of the Contractor have been paid all moneys due and payable to them in respect of the part of the Services described in the tax invoices issued by the Contractor to the Company.

16.7 Other provisions for tax invoices

- (a) Payment by the Company of any amount identified in a tax invoice for Services:
 - (i) does not constitute an acknowledgment by the Company that the Services have been provided in accordance with the Contract; and
 - (ii) is payment on account only.
- (b) If the Contractor does not submit a tax invoice to the Company for Services provided to the Company within 30 days of the last day of the month during which those Services were provided to the Company, the Contractor is deemed to have waived any right to make any other claim against the Company after that date.
- (c) The Contractor must provide the Company with written details of a bank account to enable the Company to make payments under the Contract to that account by electronic funds transfer. Payment will be deemed to have been made when received into that account. All banking fees and charges in connection with the payment will be to the Contractor's account.
- (d) Unless otherwise specified, amounts otherwise payable under a Contract include GST. The Company will pay to the Contractor the amount of GST for which the Contractor becomes liable for any supply the Contractor makes to the Company under a Contract, provided that tax invoices rendered by the Company comply with all relevant Laws and are sufficient to allow the Company to claim any input tax credits which may be available to it.

- (e) The Contractor represents and warrants that it is a resident of Australia for tax purposes.

17. RIGHT TO SET-OFF

17.1 Company's rights

The Company may at any time, deduct from any amount due or becoming due to the Contractor under a Contract to meet:

- (a) all debts and amounts due from the Contractor to the Company whether under or in connection with a Contract; and
- (b) all costs and expenses that the Company may have paid or incurred that the Contractor or a Subcontractor is liable to bear, pay or reimburse to the Company under any Contract.

17.2 Notice of amount deducted

The Company Representative must notify the Contractor in writing of any amounts deducted under clause 17.1 and the basis for the deduction, at the time that the deducted amount would otherwise be due to the Contractor.

17.3 Withholding of payments on breach

If the Contractor fails to perform any obligation under a Contract, then without prejudice to any other right or remedy that the Company may have under a Contract the Company Representative may, after giving prior notice under clause 17.4, withhold payment of any amounts due to the Contractor until the failure has been remedied.

17.4 Notice of amount withheld

The Company Representative must give five (5) Business Days prior notice to the Contractor before withholding an amount under clause 17.3, specifying:

- (a) the amount to be withheld, which must not exceed the amount (as determined by the Company Representative) that is adequate to compensate the Company for:
 - (i) the Contractor's failure to comply with this document or any Contract; and
 - (ii) any costs, charges or expenses incurred by the Company in connection with the failure or the rectification of it; and
- (b) the failure to perform under this document or any Contract that is the basis of the notice.

18. EFFECT OF PAYMENT AND CERTIFICATES

Neither payment to the Contractor nor the issue of any certificate constitutes:

- (a) a release of the Contractor from any work or other matter to which the payment or certificate relates;
- (b) an admission that the Contractor's performance complies with the Contract; or
- (c) acceptance of the accuracy of any claim or demand made by the Contractor,

nor does any certificate negate or prejudice any of the rights, powers and remedies of the Company.

19. DEFAULT INTEREST

- (a) Notwithstanding any other remedy available to a party under a Contract or at law, if a party fails to pay an amount owing to the other party on the due date for payment, that party is liable to the other party for interest at the Default Rate from the due date for payment until the date payment is made.

- (b) If, following a review of a tax invoice under clause 16.4(b), the Contractor has issued a tax invoice for the undisputed amount of that reviewed tax invoice under clause 16.4(d):
 - (i) the amount of that re-issued tax invoice (which is the amount that is not in dispute) must be paid by the Company in accordance with the Contract; and
 - (ii) any disputed amount that is ultimately determined to have been payable to the Contractor must be paid by the Company with interest at the Default Rate from the original due date until the date payment is made.

20. **INSURANCE**

20.1 **Periods of insurance**

The Contractor must ensure that each insurance referred to in this clause 20 are in force on the Commencement Date, and are maintained until the later of the expiry or termination of:

- (a) the Term; and
- (b) any Contract.

20.2 **Public liability insurance**

- (a) The Contractor must effect and maintain, or cause to be effected and maintained, and ensure that each of its Subcontractors effects and maintains, or causes to be effected and maintained, a public liability policy which must:
 - (i) be written on an occurrence basis with an insurer which has a credit rating of A- or better with Standard & Poor's (or an equivalent rating with another reputable ratings agency);
 - (ii) name as insured the Contractor, the Contractor Personnel, its employees, agents and consultants from time to time involved in the performance of this document or any Contract and notes the Company as an interested party for its vicarious liability for the acts or omissions of the Contractor and other named insureds;
 - (iii) cover the insureds for their liability to third parties for loss of, loss of use of, or damage to property and injury to, illness of or death of any person (other than liability which the law requires to be covered under a workers' compensation insurance policy) occurring during the course of or in connection with the Services under this document and any Contract;
 - (iv) cover the insureds' respective liability to each other for loss of use of or loss or damage to property and the death of or injury or illness to any person (other than liability which the law requires to be covered under a workers' compensation insurance policy); and
 - (v) have a limit of indemnity for each and every occurrence (and with respect to products liability also in the aggregate for all occurrences in any 12 month policy period) of not less than \$20,000,000.
- (b) The Contractor must effect and maintain, or cause to be effected and maintained, in respect of any equipment which is a registered motor vehicle, third party bodily injury for the amount required by Law and property damage liability insurance for an amount of not less than \$10,000,000.

20.3 **Workers' compensation insurance**

The Contractor must effect and maintain, or cause to be effected and maintained and ensure that each of its Subcontractors effects and maintains, or causes to be effected and maintained, insurance for any injury, damage, expense, loss or liability suffered or incurred by any person engaged in performing the Services (or their dependants):

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- (a) giving rise to a claim under any statute relating to workers' or accident compensation; and
- (b) in every State or Territory where the Services will be carried out as well as each State or Territory where the Contractor's employees normally reside or where their contract of employment was made.

20.4 Professional indemnity insurance

- (a) Subject to compliance with all relevant laws, it is not a requirement of this document that the Contractor holds professional indemnity insurance in respect of the provision of Services.
- (b) Clause 20.4(a) does not limit the Contractor's liability under any Contract, including for any Losses suffered by the Company or any other person in relation to the performance of the Services under any Contract.

20.5 Other insurances

The Contractor must, and must ensure that its Subcontractors, maintain other insurances required by Relevant Law or as notified by the Company, acting reasonably, to the Contractor from time to time.

20.6 Subcontractors to maintain insurances

- (a) The Contractor must ensure that its Subcontractors are insured as required by this clause 20 as if they were the Contractor, as is appropriate (including with respect to limits) given the work or Services to be provided by each Subcontractor.
- (b) Where a Subcontractor cannot or does not satisfy any requirement of clause 20.6(a), the Contractor must ensure that the Subcontractor is covered by the relevant insurance to be obtained and maintained by the Contractor under this clause 20.
- (c) The Contractor must ensure that its Subcontractors otherwise comply with all other requirements of this clause 20 as if they were the Contractor. Each of clauses 20.7 to 20.13 apply to the Contractor's Subcontractors.

20.7 Evidence of policies

The Contractor must, in respect of each insurance referred to in this clause 20, at the request of the Company provide:

- (a) acceptable proof of currency and coverage of the insurances before providing the Services to the Company; and
- (b) other evidence of the insurances by way of certificates of currency, including renewal certificates, which the Company reasonably requires.

20.8 Terms of insurance

- (a) All insurance to be obtained and maintained by the Contractor under this clause 20 must:
 - (i) be from independent insurers and cover the Contractor for its rights, interests and liabilities; and
 - (ii) provide for payments to be made in the currencies required to rectify loss or damage covered by the insurance.
- (b) The Contractor must:
 - (i) comply with the conditions stipulated in each of the insurance policies required under this clause 20; and

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- (ii) ensure that:
 - (A) all insurances held by its Subcontractors are in accordance with the requirements contained in this clause 20; and
 - (B) its Subcontractors comply with the conditions stipulated in each of the insurance policies.

20.9 Contractor to notify

The Contractor must notify the Company in writing:

- (a) each time the Contractor's insurer gives the Contractor a notice of cancellation or any other notice in respect of the policy; and
- (b) as soon as the Contractor becomes aware of any actual, threatened or likely claims under any of the insurances referred to in this clause 20 which could materially reduce the available limit of indemnity or involve the Company.

20.10 Premiums

The Contractor must punctually pay all premiums in respect of all insurances referred to in this clause 20.

20.11 Contractor's obligations

The Contractor must ensure that, in relation to the insurances to be maintained under this clause 20, it:

- (a) does not do anything which prejudices any insurance;
- (b) if necessary, rectifies anything which might prejudice any insurance;
- (c) reinstates an insurance policy if it lapses;
- (d) does not cancel, materially vary or allow an insurance policy to lapse without the prior written consent of the Company;
- (e) immediately notifies the Company of any event which may result in an insurance policy lapsing or being cancelled;
- (f) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance; and
- (g) takes all reasonable steps to avoid and mitigate losses or liabilities otherwise insured under the policies.

20.12 Failure to insure

If the Contractor, or any Subcontractor, fails to obtain or maintain any insurance that is its responsibility under clause 20, or the Contractor fails to provide satisfactory evidence of insurance (either in relation to itself or in relation to any Subcontractor), the Company may obtain the relevant insurance and the costs incurred by the Company in doing so will be a debt due from the Contractor to the Company.

20.13 Effect of insurance

- (a) Nothing in this clause 20 limits the obligations, liabilities and responsibilities of the parties under this document or any Contract.
- (b) The insolvency of any insurance company providing insurance for the Contractor, or the failure of any insurance company to pay claims made by the Contractor does not

abrogate, waive or alter any of the Contractor's liabilities under this document or any Contract.

- (c) Any amounts not insured, including policy deductibles or amounts not recovered from insurers (including the cost of preparing insurance claims) must be borne by the parties according to their liabilities under this document or any Contract.

21. INDEMNITY AND RELEASE

21.1 Indemnity by the Contractor

- (a) The Contractor must indemnify the Company, the Company Representative, their employees, agents and contractors (**Indemnified Parties**) against all Losses arising in connection with:
 - (i) any damage to the Site or any property whether located on the Site or otherwise;
 - (ii) death or injury to any person whether located on the Site or otherwise;
 - (iii) a breach by the Contractor or Contractor's Personnel of a Government Consent or Relevant Law in connection with the performance of the Services;
 - (iv) any actual or alleged infringement of any intellectual property rights, caused by the Contractor's performance of the Services including the performance by Contractor's Personnel or the use of any process, work, material, matter, thing or method used or supplied by the Contractor or Contractor's Personnel; and
 - (v) the breach by the Contractor of an obligation under this document or any Contract or a warranty given by the Contractor under this document or any Contract,to the extent that the damage, death, injury, breach or infringement is caused or contributed to by the Contractor or the Contractor's Personnel.
- (b) The Contractor's liability to indemnify the Indemnified Parties under this clause 21.1 will be reduced proportionately to the extent that the damage, death, injury, breach or infringement is caused or contributed to by the Indemnified Parties.

21.2 Extent and duration of indemnity

The indemnity given by the Contractor under clause 21.1:

- (a) is a continuing obligation, separate and independent from the other obligations of the Contractor and survives the termination of this document and any Contract; and
- (b) extends to include any claims by the Contractor's Personnel and third parties whether or not specifically stated in clause 21.1.

21.3 Insurance not relevant

The indemnity given by the Contractor under clause 21.1 applies regardless of the amount of insurance coverage held by the Contractor, including that under any workers' compensation act, disability act, or other act or law that would limit the amount payable by or for the Contractor.

21.4 Release

The Contractor:

- (a) acknowledges that the Company is responsible to the Contractor for any act or omission of the Company Representative in the performance of its duties under this document and any Contract as if it were an act or omission of the Company; and

- (b) releases the Company Representative personally from all claims, demands, actions, suits or proceedings that may arise out of the performance of the Company Representative's duties under this document and any Contract.

21.5 Conduct of litigation

If a claim or demand is made, or an action, suit or proceeding brought, against the Company in relation to any matter covered by the indemnity in clause 21.1(a)(iv), the Company may require the Contractor to, at its cost, conduct any litigation or settlement negotiations relating to the claim, demand, action, suit or proceeding provided that the Contractor must not consent to any judgement against the Company or settle the claim, demand, action, suit or proceeding without first obtaining the Company's written consent.

21.6 Exclusion of consequential loss

Notwithstanding any other provision of this document or any Contract, a party (**First Party**) will not be liable to the other party (**Second Party**) or any party beneficially entitled under or pursuant to this Contract whether caused by or in relation to breach of contract (including under any indemnity), warranty, tort (including in negligence or for breach of statutory duty) or otherwise, for any financial, economic, or consequential loss (whether direct or indirect) including loss of actual or anticipated profit, loss of revenue, loss of business, loss of contracts, loss of anticipated savings or, loss of opportunity (**Consequential Loss**) related to or connected with this document or any Contract, except to the extent that such amount is:

- (a) incurred as a result of the fraud or wilful, reckless or deliberate breach of this document or a Contract by the First Party, its employees, agents or contractors;
- (b) forming part of a claim by the Second Party for contribution or indemnity from the First Party in respect of claims by third parties for personal injury, death or property damage;
- (c) capable of recovery under any policy of insurance (or would have been capable of recovery but for any breach of, or failure to maintain, such policy); or
- (d) capable of recovery from a third party (or would have been capable of recovery from a third party but for any breach of this document or any Contract).

22. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

22.1 General representations and warranties

The Company and Contractor each represent and warrant to the other that:

- (a) it is a company limited by shares under the Corporations Act;
- (b) it has full legal capacity and power to:
 - (i) own its property and to carry on its business; and
 - (ii) enter into this document and to carry out the transactions that this document contemplates;
- (c) it has taken all corporate action that is necessary or desirable to authorise its entry into this document and its carrying out the transactions that the document contemplates;
- (d) this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping; and
- (e) no controller (being a receiver or receiver and manager of that property, or anyone else who, whether or not as agent for the person, is in possession, or has control, of that property to enforce an encumbrance) is currently appointed in relation to any of its property, or any property of any of its subsidiaries.

22.2 Contractor warranties

The Contractor represents and warrants that:

- (a) all Labour Hire Workers provided by Contractor as part of the Services have the requisite skill, competence, resources and experience to satisfy its obligations under a Contract;
- (b) no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, threatened which, if adversely decided could have a material adverse effect on its business, property or financial condition, its ability to perform its obligations under this document and any Contract, whether on it or any of its Related Bodies Corporate;
- (c) it is not Insolvent;
- (d) the Company's acquisition of the Services and use of Contractor's Personnel does not and will not infringe any Intellectual Property Rights of any third party;
- (e) it will perform the Services with the degree of skill, care and diligence that may reasonably be expected of a skilled person, suitably qualified and experienced, in the performance of the Services and services similar to the Services;
- (f) the Labour Hire Workers will perform the Role with the degree of skill, care and diligence that may reasonably be expected of a skilled person, suitably qualified and experienced, in the performance of the Role or work similar to the Role;
- (g) it has carefully perused the several documents forming this document and each Contract and there are no discrepancies, inconsistencies or ambiguities in or between those documents that would be apparent to an experienced and competent contractor; and
- (h) it has made proper allowance for all matters contained in or capable of inference from this document and any Contract.

22.3 Information provided by the Company

The Contractor acknowledges that the Company:

- (a) has endeavoured to ensure that information provided to the Contractor in connection with this document and any Contract (**Information**) is accurate, sufficient and complete;
- (b) does not accept any liability for and has not made any representation about, the accuracy, sufficiency and completeness of the Information and the use of it by the Contractor; and
- (c) has provided the Information for the convenience of the Contractor and it does not form part of this document or any Contract unless specified.

22.4 Effect of warranties

The Contractor acknowledges that the Company has executed this document and any Contract in reliance on the representations and warranties made by the Contractor in this clause 22.

22.5 No representations

Except for the representations and warranties made by the Company set out in clause 22.1 and by the Contractor set out expressly in this document, the Company and the Contractor each acknowledges that they have not relied and will not rely on any representation, statement or promise made by or on behalf of the other party in deciding to enter into this document or any Contract or to exercise any right or perform any obligation under them.

23. ASSIGNMENT AND SUBCONTRACTING**23.1 Assignment**

- (a) The Company may assign or novate all, or any part of this document or a Contract at any time to any person in its absolute discretion and upon receipt of a written request from the Company, the Contractor will immediately execute any document or take any step necessary to effect any assignment or novation, provided that:
- (i) the terms of this document or a Contract are not amended by any document assigning or novating this document or a Contract; or
 - (ii) if the terms of this document or a Contract are amended by any document assigning or novating this document or a Contract, the terms are acceptable to the Contractor, acting reasonably.
- (b) Subject to clause 23.1(a), if within five (5) Business Days of the Company issuing its written request, the Contractor fails, for any reason, to execute and return to the Company any document, or take any step necessary to effect the assignment, the Contractor appoints the Company Representative as its attorney to perform on its behalf any step necessary to effect any assignment or novation as set out in the Company's written request described in clause 23.1(a).
- (c) The Contractor may only assign, encumber, declare a trust over or otherwise deal with its rights under this document or any Contract with the prior written consent of the Company.

23.2 Details of Subcontractors

In seeking consent to Subcontract the Services, or any part of the Services, the Contractor must provide all information required by the Company Representative in relation to the proposed Subcontractor.

23.3 Contractor's responsibility

The existence of a Subcontract (whether with or without the consent of the Company Representative) does not relieve the Contractor from full responsibility for the performance of the Services and the Contractor is fully responsible for the acts and omissions of each Subcontractor and of all persons acting for the Subcontractor or under its supervision or control.

24. FORCE MAJEURE**24.1 Notice**

A party (**Affected Party**) must give timely notice to the other party (**Other Party**) of any event of Force Majeure that precludes the Affected Party (whether partially or wholly) from complying with its obligations (except its payment obligations) under a Contract (**Affected Obligations**) and must either:

- (a) to the extent practicable, specify in the notice the length of delay that will result from the event of Force Majeure; or
- (b) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the Other Party with periodic supplemental notices during the period over which the event of Force Majeure continues.

24.2 Relief

- (a) The Affected Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the event of Force Majeure and the obligations of the Other Party that are dependent on the Affected Obligations will be suspended until the Affected Party resumes performance of the Affected Obligations.

- (b) Subject to clause 24.5, each party will bear the costs and expenses it incurs as a result of an event of Force Majeure. This paragraph does not affect the rights of a party under this document or any Contract to recover Losses incurred as a result of a breach of this document or any Contract.

24.3 Mitigation of event

The parties must use their reasonable endeavours to remove or relieve any event of Force Majeure and to minimise the delay caused by any event of Force Majeure.

24.4 Termination for Force Majeure

If an event of Force Majeure continues to affect the performance of the Services for a continuous period of 180 days, the Affected Party may terminate this any Contract by serving notice on the Other Party.

24.5 Consequences of termination

If a party terminates this document or any Contract under clause 24.4 the Company must pay to the Contractor, as the Contractor's sole entitlement with respect to Losses arising from the termination, all amounts due and payable for the Services which have been performed at the date of termination.

25. INTELLECTUAL PROPERTY AND MORAL RIGHTS

25.1 Documents relating to the Services

- (a) Subject to each party retaining title to its Background IP, title to, copyright in and other intellectual property rights in any documents or other property created by the Contractor for or in connection with the Services (**Contractor's Documents**) remains with the Contractor.
- (b) The Contractor grants or shall procure the granting to the Company and the Company's Affiliates of a royalty-free and irrevocable licence to use the Contractor's Documents and the Contractor's Background IP in connection with the Services or services which are similar or comparable to the Services, and to copy the Contractor's Documents and the Contractor's Background IP for such purposes (**Licensed Purposes**).
- (c) The Company and the Company's Affiliates may only sub-licence use of the Contractor's Documents and the Contractor's Background IP in connection with the Licensed Purposes with the consent of the Contractor, which must not be unreasonably withheld or delayed.

25.2 Moral Rights

The Contractor:

- (a) warrants that all Labour Hire Workers have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to their Moral Rights, sufficient to ensure the Company unimpeded use of any documents or other property licensed or assigned to the Company under this document or any Contract;
- (b) indemnifies the Company, its officers, agents, contractors and employees against any liability, cost, loss or damage (including for costs on an indemnity basis) suffered or incurred that arises out of any breach of the warranties contained in clause 25.2(a); and
- (c) must do all things requested by the Company, including signing or procuring the signature of particular forms, to give full effect to clause 25.2(a).

26. TERMINATION FOR CONVENIENCE**26.1 Termination for convenience**

The Company may in its sole discretion terminate this document and/or any Contract for its convenience at any time and for any reason on twenty (20) Business Days' notice.

26.2 Effect of notice of termination for convenience

If this document or a Contract is terminated by the Company pursuant to clause 26.1, subject to the Company's rights to deduct, withhold, retain or set-off any amount for which the Contractor is liable to the Company, or for which the Contractor may become liable:

- (a) the Company shall pay the Contractor as the Contractor's sole remedy in relation to the termination the amount due to the Contractor in relation to the Services supplied prior to the date of termination; and
- (b) the Contractor will not be entitled to any claim, and the Company will not be liable to pay:
 - (i) any loss or profit or any margin or overhead for the Contractor or the Contractor's Personnel;
 - (ii) any costs, damages, expenses, liabilities, reimbursements, or other amounts of whatever nature, to the extent that:
 - (A) they would not have been incurred had the Contractor or the Contractor's Personnel used all reasonable endeavours to mitigate them; or
 - (B) they cannot be verified by the Company to its satisfaction as having been reasonably and necessarily incurred;
 - (iii) any costs, damages, expenses, liabilities, reimbursements, pass-through costs, breakage costs or other amounts of whatever nature incurred by the Contractor or the Contractor's Personnel; or
 - (iv) any amount in respect of which the Contractor has not submitted a written claim and supporting evidence for payment of that amount within 30 days following the date upon which the termination is effective.

26.3 Contractor must cease Services

On receiving a notice of termination under clause 26.1, the Contractor must immediately cease performance of the Contractor's obligations under this document or the terminated Contract on the date of termination and take any other action reasonably directed by the Company.

27. TERMINATION FOR CONTRACTOR DEFAULT OR INSOLVENCY**27.1 Event of default**

If:

- (a) a Labour Hire Worker fails to perform his or her Roles, duties or tasks to the reasonable satisfaction of the Company;
- (b) the Contractor fails to perform or comply with any of its obligations under this document or under a Contract (other than a failure to meet any KPIs);
- (c) the Contractor is deemed to have committed a Contractor Default in respect of failing to meet any KPI under clause 13; or
- (d) the Contractor fails to comply with any direction given by the Company Representative,

(Contractor Default) the Company may serve a notice on the Contractor specifying the Contractor Default, the time within which the Contractor Default is to be remedied and requiring the Contractor to remedy it.

27.2 Failure to remedy

- (a) If, within the time specified in a notice served under clause 27.1, the Contractor fails to take all reasonable steps to prevent recurrence of a Contractor Default that is not capable of remedy, or to remedy the Contractor Default to the satisfaction of the Company Representative, the Company may, without prejudice to any other rights of the Company, terminate this document or the Contract or Contracts to which the Contractor Default relates by 5 days' notice to the Contractor.
- (b) If the Company terminates this document in accordance with clause 27.2(a), then the Company may also elect to terminate any or all Contracts in effect as at the date of the termination of this document.

27.3 Termination for Insolvency

The Company or the Contractor may terminate this document and/or any Contract by notice to the other party at any time, with immediate effect if an Insolvency Event occurs with respect to the other party.

27.4 Effect of termination

If the Company terminates this document or any Contract under clause 27.2 or clause 27.3:

- (a) the Contractor is not entitled to any payment from the Company for costs incurred by the Contractor in relation to the relevant Contract in demobilising Labour Hire Workers from the Site;
- (b) such termination does not affect the rights and obligations of any party under this document or any Contract (as relevant) which will remain on foot subject to their respective terms; and
- (c) the Company's remedies, rights and liabilities will be the same as they would have been under the law governing this document, or any Contract (as relevant) had the Contractor repudiated this document or that Contract (as relevant) and the Company elected to treat this document or that Contract (as relevant) as at an end and recover damages.

27.5 Liability

The parties acknowledge and agree that:

- (a) notwithstanding any other provision of this document or any Contract, the Company's aggregate liability to the Contractor for any breach or early termination of:
 - (i) this document; or
 - (ii) a Contract,in each case, and in the aggregate, will not exceed an amount equal to the total amount of any Charges payable by the Company under any terminated Contracts; and
- (b) the payment of the amounts referred to in clause 27.5(a) is reflective of a genuine pre-estimate of loss to the Contractor that would arise from the early termination or breach of this document or any Contract by the Company.

28. TERMINATION FOR DEFAULT BY COMPANY**28.1 Event of default**

Subject to the Company's rights under this document or any Contract to deduct and withhold amounts owing to the Contractor, if the Company fails to make a payment due to the Contractor that is not the subject of a dispute between the parties (**Company Default**) then the Contractor may serve a notice on the Company specifying the Company Default, the time within which the Company Default is to be remedied (which must not be less than 14 days) and requiring the Company to remedy the Company Default.

28.2 Termination

If the Company has not remedied a Company Default within the time specified in a notice served under clause 28.1 (and that failure is not caused or contributed to by a Force Majeure Event, or any act or any failure to act by the Contractor), the Contractor may terminate this document or any Contract to which the Company Default relates by five (5) Business Days' notice to the Company.

28.3 Effect of termination

If the Contractor terminates this document or a Contract under clause 28.2 the Contractor may recover from the Company, as the Contractor's sole entitlement (whether under this document, a Contract, at law or in equity) the Charges payable by the Company to the Contractor under this document or the Contracts in effect at the date of termination by the Contractor.

29. TRADE AND ECONOMIC SANCTIONS**29.1 Warranty**

As at the Commencement Date, the Contractor warrants that:

- (a) to the best of its knowledge, information and belief neither it, nor any of its employees, agents, Subcontractors or Related Bodies Corporate (including the employees, agents and contractors of such Subcontractors and Related Bodies Corporate) (together with the Contractor, the **Contractor's Group**) is a Sanctioned Person; and
- (b) it has provided all information of which it is aware, that the Company reasonably requires in order for the Company to:
 - (i) manage the risk of Sanctions being imposed on the Company; and
 - (ii) comply with laws or regulations applying in the jurisdictions in which the Services are performed, the parties are located or in any other country.

29.2 Compliance with Sanction

From the Commencement Date, the Contractor must comply with any Sanction and ensure that the Contractor and entities in the Contractor's Group are not and do not become, a Sanctioned Person.

29.3 Provision of information regarding status

From the Commencement Date, the Contractor must:

- (a) immediately notify the Company upon becoming aware that it or any member of the Contractor's Group has:
 - (i) become or is reasonably likely to become a Sanctioned Person; or
 - (ii) violated any Sanction;

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- (b) provide all information that the Company reasonably requires from time to time in order for the Company to:
 - (i) determine whether any member of the Contractor's Group has become or is reasonably likely to become a Sanctioned Person;
 - (ii) comply with any request by a regulatory authority that oversees Sanctions;
 - (iii) manage the risk of Sanctions being imposed on the Company; and
 - (iv) comply with laws or regulations applying in the jurisdictions in which the Services are performed, the parties are located or in any other country.

29.4 Suspension by Company

If the Company suspects that any member of the Contractor's Group, has become or is reasonably likely to become a Sanctioned Person or has violated any Sanction or is reasonably likely to violate any Sanction then (without limitation to any other right or remedy available to the Company), the Company may:

- (a) suspend performance of; or
 - (b) withhold any payment due and owing under,
- this document and any Contract.

29.5 Termination by Company

If, during the Term, the Company:

- (a) is notified by any Sanction Authority or the Contractor that any member of the Contractor's Group has or is reasonably likely to become a Sanctioned Person; or
- (b) has reasonable cause to believe that any member of the Contractor's Group is a Sanctioned Person, which if so would result, or be reasonably likely to result in:
 - (i) the Company or a Related Body Corporate of the Company becoming a Sanctioned Person; or
 - (ii) the continued performance of any Contract being in violation of a Sanction,

(without limitation to any other right or remedy available to the Company) the Company may terminate this document and any Contract with immediate effect.

29.6 Consequences of termination or suspension

Where the Company exercises its rights under clause 29.4 or clause 29.5:

- (a) it will not be liable for any Loss suffered by any member of the Contractor's Group; and
- (b) the Contractor releases and indemnifies the Company in respect of any Loss incurred by the Company,

as a result of or in connection with the exercise of the rights by the Company.

29.7 Continuing supply obligations

The parties acknowledge and agree that where:

- (a) the Company has made payment for all or any part of the Services under this document and any Contract; and

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- (b) the Contractor is prevented from receiving or accessing (or is otherwise not permitted to receive or access) that payment due to or as a result of any member of the Contractor's Group being or becoming a Sanctioned Person,

that payment is taken to have been validly made by the Company and received by the Contractor for the purposes of this document or the relevant Contract (as the case may be), and the Contractor:

- (c) is not relieved of its obligation to perform the Services (or any part of them);
- (d) must continue to perform the Services (or any part of them) in accordance with this document and any Contract; and
- (e) will not be entitled to recover from the Company any loss or expense incurred by any member of the Contractor's Group in complying with its obligations under this clause 29.

30. ANTI CORRUPTION**30.1 Receipt of benefits**

A director, employee or agent of the Contractor must not, and must ensure that no Contractor's Personnel:

- (a) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or
- (b) enter into any business agreement with,

any director, employee or agent of the Company other than as a representative of the Company or in the ordinary and proper course of business between any of those parties.

30.2 Compliance with Anti-Corruption requirements

- (a) The Contractor must (and must ensure that the Contractor's Personnel), when performing its obligations under any Contract, comply with:
 - (i) all applicable Anti-Corruption Laws; and
 - (ii) the Business Integrity Policy.
- (b) The Contractor must ensure its Subcontracts include obligations on the relevant Subcontractors that are equivalent to the obligations in clause 30.2(a).

30.3 Dealings with Public Officials

Without limiting clause 30.2, neither the Contractor nor any Contractor's Personnel may receive or offer, pay or promise to pay, give or promise to give, either directly or indirectly, anything of value to:

- (a) a Public Official; or
- (b) any person with the knowledge or being aware of a high probability, that all or a portion of such money or thing of value will be unlawfully offered, given or promised, directly or indirectly, to any Public Official,

in connection with any aspect of the Contractor's obligations under a Contract, or the Contractor's Personnel's obligations under a Contract, for the purpose of:

- (c) influencing any act or decision of such Public Official in their official capacity;
- (d) inducing such Public Official to do or omit to do any act in violation of their lawful duty;
- (e) securing any improper advantage;

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- (f) inducing such Public Official to influence or affect any act or decisions of any entity or enterprise owned or controlled by an Authority; or
- (g) assisting the Contractor or any Contractor's Personnel in obtaining or retaining business for or with, or directing business to the Contractor or any Contractor's Personnel.

30.4 Provision of information regarding corruption

From the Commencement Date, the Contractor must immediately notify and provide full particulars to the Company upon becoming aware:

- (a) that it or any of the Contractor's Personnel have breached clause 30.2;
- (b) of any conduct which may give rise to a breach of clause 30.2 by either the Contractor or the Contractor's Personnel; or
- (c) that it or any of the Contractor's Personnel have been found guilty by a court of, or have admitted guilt or accepted liability in relation to, a contravention of any Anti-Corruption Law.

30.5 Response to breaches

If the Contractor gives a notice under clause 30.4 or the Company otherwise becomes aware or has a reasonable suspicion of any breach of clause 30.2, clause 30.3, clause 30.4 or clause 30.5 or any conduct which may give rise to a breach of any of those provisions (**Misconduct**), the Company may in its absolute discretion:

- (a) request the Contractor to provide all information that the Company reasonably requires in relation to the alleged Misconduct;
- (b) request the Contractor to assist the Company with any investigation that the Company wishes to conduct into the alleged Misconduct; or
- (c) request the Contractor to:
 - (i) prepare, document and implement a corrective action plan to address any failure by the Contractor to comply with clause 30.2, clause 30.3, clause 30.4 or clause 30.5 or to mitigate the risk, damage or potential damage arising from the Misconduct, including:
 - (A) the termination of any relationship between the Contractor and Contractor's Personnel involved in the Misconduct; or
 - (B) procuring Contractor's Personnel to prepare, document and implement corrective action plans; and
 - (ii) confirm to the Company in writing that such measures have been implemented,

and the Contractor must comply, at its sole cost, with any such request from the Company.

30.6 Termination by Company

If the Contractor or Contractor's Personnel:

- (a) are found guilty by a court of, or admit guilt or accept liability in relation to, a contravention of any Anti-Corruption Law; or
- (b) breach clause 30.2, clause 30.3, clause 30.4 or clause 30.5, including if the Contractor or Contractor's Personnel have:
 - (i) failed to comply with any Anti-Corruption Law; or
 - (ii) failed to:

- (A) comply with the Business Integrity Policy; and
- (B) implement a corrective action plan under clause 30.5(c) after a request to do so from the Company,

then (without limitation to any other right or remedy available to the Company) the Company may:

- (c) propose to the Contractor any revised terms under which the Company is prepared to continue the performance of this document and any Contract and, if those terms are not agreed by the parties within the time specified in the Company's proposal, terminate this document and any Contract by giving 10 days' notice to the Contractor; or
- (d) terminate this document and any Contract by giving 10 days' notice to the Contractor.

30.7 Consequences of termination

Where the Company exercises its rights under clause 30.5 or clause 30.6:

- (a) it will not be liable for any Loss suffered by the Contractor or the Contractor's Personnel; and
- (b) the Contractor hereby provides a release and indemnity to the Company in respect of any Loss incurred by the Company,

as a result of or in connection with the exercise of the rights by the Company.

30.8 Conflict of interest

- (a) The Contractor represents that at the Commencement Date, there is no relationship between it and the Company, between any of the Contractor's directors or employees and the Company or between the Contractor and a director or employee of the Company that gives rise to an actual or potential conflict of interest.
- (b) The Contractor must immediately notify the Company upon becoming aware that any such relationship exists. The Contractor must take reasonable steps to eliminate or overcome the conflict of interest without in any way adversely affecting its continued performance of its obligations under a Contract.

31. DISPUTE RESOLUTION

31.1 Resolution of disputes

Unless otherwise expressly stipulated in this document or a Contract, a party must not commence court proceedings (except proceedings seeking urgent interlocutory relief) in respect of any dispute under this document or a Contract unless it has complied with this clause 31.

31.2 Notice of dispute

If a party considers that a dispute exists in connection with this document or a Contract, that party may give the other party written notice detailing the nature of the dispute (**Notice of Dispute**).

31.3 Mediation

If fifteen (15) Business Days after a Notice of Dispute is served, the parties have not resolved the dispute or agreed an alternative means of resolving the dispute, then either party may commence mediation:

- (a) by giving notice to the other party; and
- (b) referring the matter to the Institute of Arbitrators & Mediators Australia.

31.4 Mediation rules

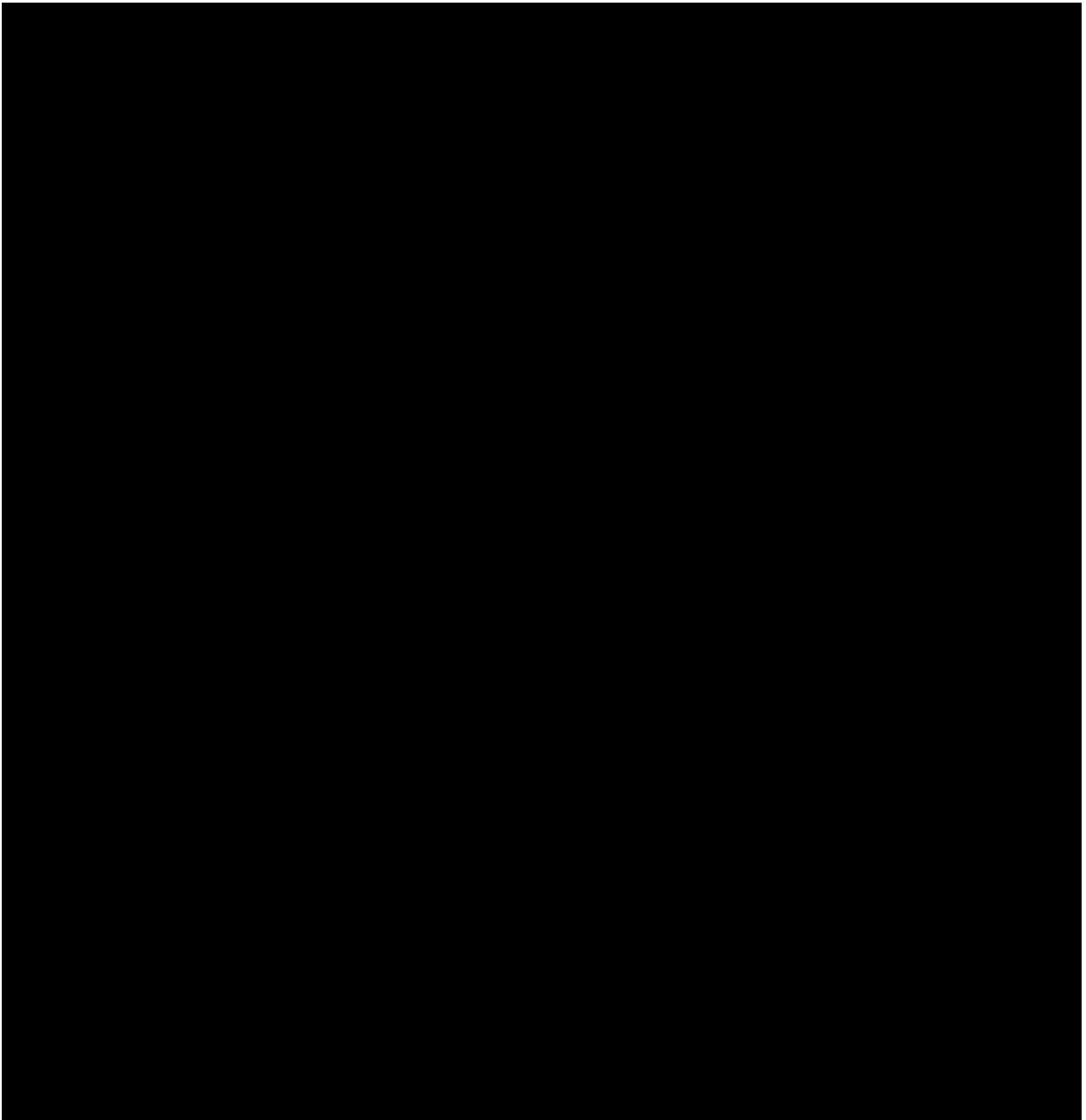
The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules apply to any mediation under this document or a Contract and the parties must comply with those rules.

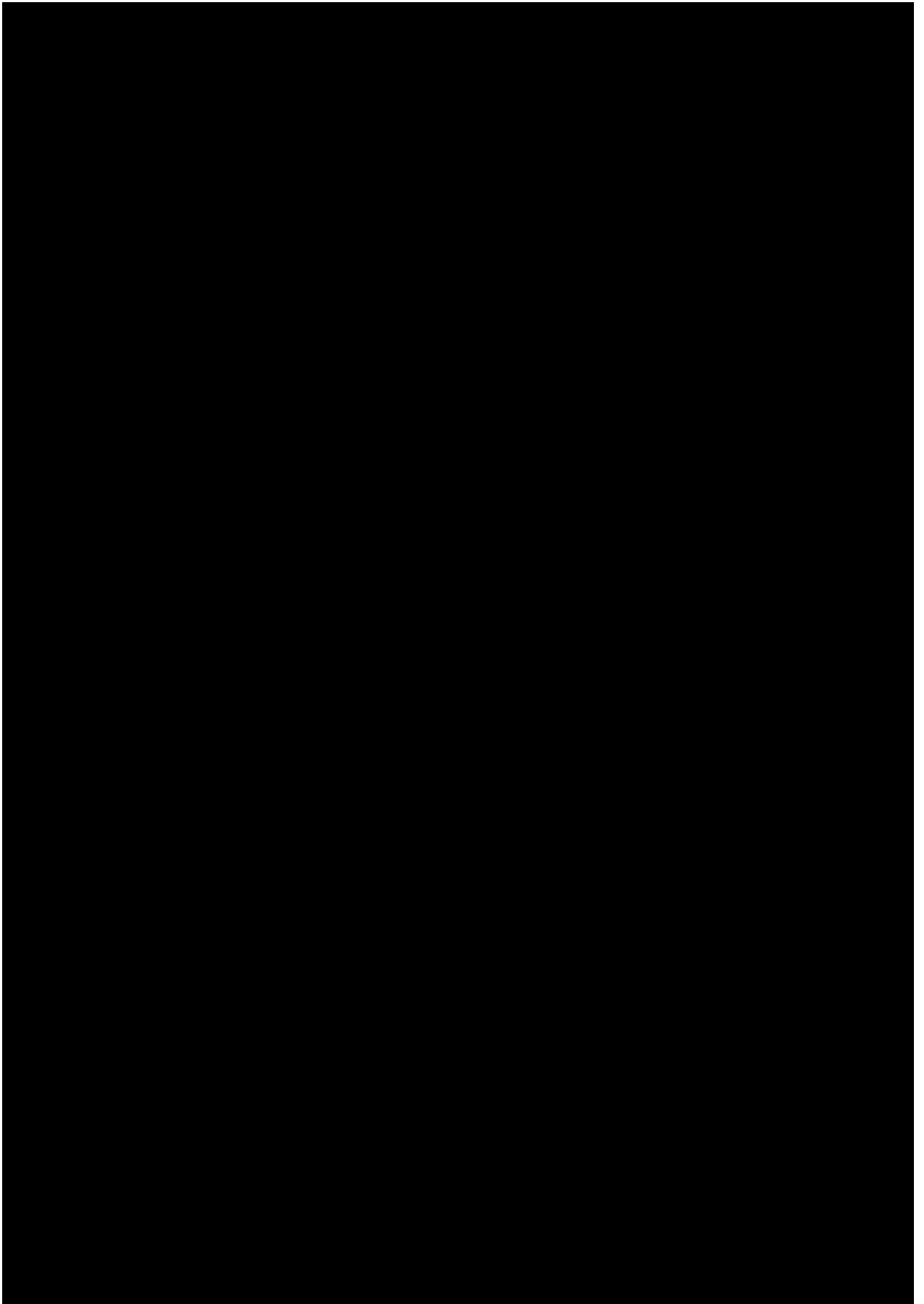
31.5 Continued performance

Notwithstanding the existence of a dispute, the parties must continue to perform this document and any Contracts (as relevant).

31.6 Matters precedent to litigation

This clause 31 does not prejudice the right of a party to institute court proceedings to seek urgent injunctive or declaratory relief in relation to any matter arising under this document or a Contract.

32. CONFIDENTIALITY



33. COMPANY REPRESENTATIVE**33.1 Authority**

The Company Representative is the Company's point of contact with the Contractor in relation to this document and any Contract and, except as otherwise specified in this document or any Contract or notified by the Company, the Company Representative has full authority to act on behalf of the Company in connection with this document and any Contract.

33.2 Directions

The Services must be performed in accordance with a Contract and any directions of the Company Representative given under that Contract.

33.3 Act reasonably

Except where expressed otherwise in a Contract, the Company must ensure that the Company Representative acts reasonably in performing its functions or exercising any of its powers, duties, discretions or authorities under that Contract.

33.4 Delegates

Subject to clause 33.5, the Company Representative may delegate to another person (**Delegate**) any of its powers, duties, discretions and authorities provided that:

- (a) the Company Representative provides prior notice to the Contractor of the name of the Delegate and details of the powers, duties, discretions and authorities delegated to the Delegate;
- (b) the appointment of a Delegate does not prevent the Company Representative from exercising any powers, discretions and authorities or undertaking any duties;
- (c) a Delegate must not further delegate any powers, discretions and authorities delegated by the Company Representative; and
- (d) the Company Representative may terminate a Delegate's appointment at any time and must give the Contractor notice of the termination.

33.5 Powers, duties, discretions and authorities that cannot be delegated

Notwithstanding clause 33.4, and except as otherwise set out in a Contract, the Company Representative cannot delegate any of its powers, duties, discretions and authorities under:

- (a) clause 3.6 (Contracts);
- (b) clause 4.2 (Extension of Term);
- (c) clause 16 (Invoicing);
- (d) clause 20.7 (Evidence of policies);
- (e) clause 23 (Assignment and Subcontracting);
- (f) clause 24 (Force Majeure);
- (g) clause 26 (Termination for Convenience);
- (h) clause 27 (Termination for Contractor Default or Insolvency);
- (i) clause 30.1 (Receipt of benefits);
- (j) clause 29 (Trade and Economic Sanctions);
- (k) clause 34 (Laws and Regulations); or

- (l) clause 37 (GST).

34. LAWS AND REGULATIONS

34.1 Obtaining Consents

Unless otherwise directed by the Company Representative in writing, the Contractor must obtain all Government Consents.

34.2 Compliance with the law and other requirements

Without limiting clause 34.1, the Contractor must comply with all:

- (a) Relevant Law affecting or applicable to the performance of the Services;
- (b) Government Consents; and
- (c) regulations, rules, schemes or plans issued by the Company governing Site activities, industrial relations, construction, safety (including radiation protection) and the environment, and Anglo American's Corporate Policies.

34.3 No Company breach

The Contractor must ensure that it does not cause the Company to be in breach of any Government Consent or Relevant Law.

34.4 Change in Law

- (a) If a Change in Law necessitates a change to the method of carrying out the Services or an increase or decrease in a fee or charge included in the Charges or the payment of a new fee or charge not included in the Charges then:
 - (i) the Contractor must promptly notify the Company Representative of all relevant details of the Change in Law (including the Contractor's calculation of the impact of the Change in Law on the Charges);
 - (ii) the Contractor must promptly provide the Company with all information (including documents and reports) reasonably requested by the Company that is relevant to the Contractor's claim;
 - (iii) the Contractor must use its best endeavours to mitigate or offset any increase in the Charges resulting from the Change in Law, including seeking and applying for any exemption, adjustment or compensation available to the Contractor in relation to the Change in Law; and
 - (iv) the Company Representative must adjust the Charges as the Company Representative, in its absolute discretion, considers reasonable in the circumstances.
- (b) The parties acknowledge that the Charges are inclusive of any amount necessary to account for the direct and indirect impacts of any Greenhouse Obligation, and the Charges will not be adjusted in respect of a Greenhouse Obligation.

34.5 Taxes

Subject to clause 34.6, the Contractor must pay any Taxes imposed by any Authority in connection with the Services and, subject to clause 37, the Charges are deemed to include all such Taxes (other than new fees or charges contemplated by clause 34.4).

34.6 Long service leave and safety fees

Subject to clause 37, any portable long service leave levy or workplace health and safety fee imposed in connection with the Services must be paid by the Contractor and is deemed to be included in the Charges.

35. NOTICES**35.1 Notice requirements**

A notice, request, consent, approval, direction or other communication under or for the purposes of this document or any Contract must be:

- (a) in writing, in English and addressed to the receiving party; and
- (b) either:
 - (i) posted to or left at the address specified in the Contract Particulars;
 - (ii) handed to the other party or the Company Representative or Contractor Representative (as the case may be);
 - (iii) sent by facsimile to the facsimile number specified in the Contract Particulars; or
 - (iv) sent by email to the email address specified in the Contract Particulars.

35.2 Time of receipt

A notice is deemed to have been received:

- (a) if posted, on the 3rd day (or the 14th day if posted to or from a place outside Australia) after posting;
- (b) if delivered personally, upon delivery; or
- (c) if sent by facsimile or email:
 - (i) on a Business Day, by 5pm of that day; or
 - (ii) on a day other than a Business Day, by 5pm on the next Business Day,

unless the sender's facsimile machine or server indicates a malfunction or error in transmission or the recipient immediately notifies the sender of an incomplete transmission.

35.3 Notice details

A party may specify another address, facsimile number or email address for the purposes of this clause 35, by notice to the other party.

36. WITHHOLDING TAX**36.1 Company's right to withhold**

Notwithstanding any other provision to the contrary, if the Company considers it necessary to satisfy its obligations under the *Taxation Administration Act 1953* (Cth) (**Act**) or the *Taxation Administration Regulations 1976* (Cth) (**Regulations**), the Company Representative may:

- (a) withhold an amount from a payment made to the Contractor; and
- (b) pay the withheld amount directly to the Commissioner.

36.2 Types of withholding payments

- (a) The withholding Taxes that the Company Representative may have an obligation to withhold from a payment made to the Contractor include:
- (i) 49% of any payment for a supply by the Contractor made in the course or furtherance of an enterprise carried on in Australia by the Contractor, where the Contractor does not quote its ABN on the tax invoice for the supply or on other documentation relating to the supply;
 - (ii) 5% of any payment to a foreign entity if the Services fall within the description of certain activities specified in the Regulations; or
 - (iii) from any other payments to the Contractor or received for the Contractor of a kind set out in the Act or the Regulations from time to time, the rate set out in the Act or the Regulations from time to time.
- (b) The Company and the Contractor acknowledge that the rates set out in clause 36.2(a) are subject to change and are subject to any relevant Tax Treaty.

36.3 Deemed payment to Contractor

If the amount withheld in accordance with this clause 36 is paid by the Company to the Commissioner, it is deemed to have been paid to the Contractor on the date on which the remainder of the payment to which it relates was paid to the Contractor.

36.4 No claim against Company

The Contractor agrees and acknowledges that it has no claim against the Company for any amounts withheld and paid to the Commissioner in accordance with this clause 36.

36.5 Amounts not withheld

If the Company does not withhold an amount under this clause 36 which it is required to withhold pursuant to the Act and the Regulations, the Contractor agrees to pay that amount to the Company, upon request by the Company.

36.6 No increase for the amount withheld

The Contractor agrees that the Company will not be required to increase the payment to the Contractor by the amount withheld by the Company under this clause 36.

36.7 Withholding tax exemptions and variations

The Company agrees to provide all reasonable assistance to the Contractor to establish its entitlement to any exemption available from a withholding tax or any variation of the amount of a withholding tax.

36.8 Failure to withhold

If the Company fails to withhold an amount as required by the Act or the Regulations any penalty or interest paid by the Company for failing to withhold may be recovered from the Contractor, but only if the failure to withhold arose as a consequence of a breach of a warranty or because the Contractor did not provide information or assistance requested by the Company, or provided incorrect information, with respect to a withholding tax matter.

36.9 Agency warranty

The Contractor warrants to the Company that it has entered this document and any Contract on its own behalf and not as agent for any other person.

37. GST**37.1 Interpretation**

In this clause 37, words or expressions have the same meaning as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), unless the context makes it clear that a different meaning is intended.

37.2 GST exclusive amounts

All amounts used in this document and any Contracts, including amounts and variables in formulas, are exclusive of GST unless it is clearly stated that they are intended to be GST inclusive.

37.3 GST gross up

If a party makes a supply under or in connection with this document or any Contract in respect of which GST is payable, the consideration for the supply but for the application of this clause 37 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

37.4 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit to which the other party is entitled for the loss, cost or expense and then increased in accordance with clause 37.3. That party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be paid, that its entitlement is otherwise.

37.5 Tax invoices

Notwithstanding any other provision of this document or any Contract, the recipient of a taxable supply made under or in connection with a Contract need not make a payment until the supplier has given the recipient a tax invoice for the supply to which the payment relates. The supplier must give the recipient an adjustment note for an adjustment arising from an adjustment event relating to a taxable supply made under or in connection with a Contract within seven days after the date the supplier becomes aware of the adjustment event.

37.6 GST group

If a party is a member of a GST group, references to GST which the party must pay, and to input tax credits to which the party is entitled, include GST which the representative member of the GST group must pay and input tax credits to which the representative member is entitled.

37.7 Indemnities

If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay and indemnify the payee against the amount of that GST.

38. MISCELLANEOUS PROVISIONS**38.1 Governing law**

This document, and any Contract, is governed by and must be construed and enforced in accordance with the laws of Queensland, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia (and courts of appeal from them).

38.2 Entire agreement

A Contract contains the entire agreement between the parties and supersedes all prior arrangements, letters of intent, memorandums of understanding, instructions (including Site Instructions), representations and documents (if any) relating to the Services or the Contract.

38.3 Severability

If any provision contained in this document or a Contract is void, illegal or unenforceable, that provision is severable from this document or any Contract and the remainder of this document and any relevant Contract has full force and effect.

38.4 Non-waiver

A waiver of any provision of or right under this document or a Contract:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in the written waiver.

38.5 Amendment


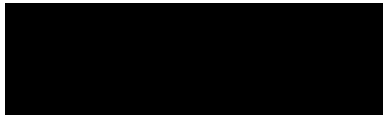

This document and any Contract may only be amended in writing signed by the Contractor and Company (and not the party for which the Company acts as agent in entering this document or the Contract).

38.6 Execution

- (a) This document and any Contract may be executed by electronic signature. Each party consents to the execution of this document and any Contract by electronic signature (including by a digital signature).
- (b) This document and any Contract may be executed in any number of counterparts, each of which will be deemed to be an original, and which together will constitute one document but will not be binding until executed counterparts are exchanged. Counterparts may be exchanged by facsimile transmission of executed copies of this document and any Contract and.

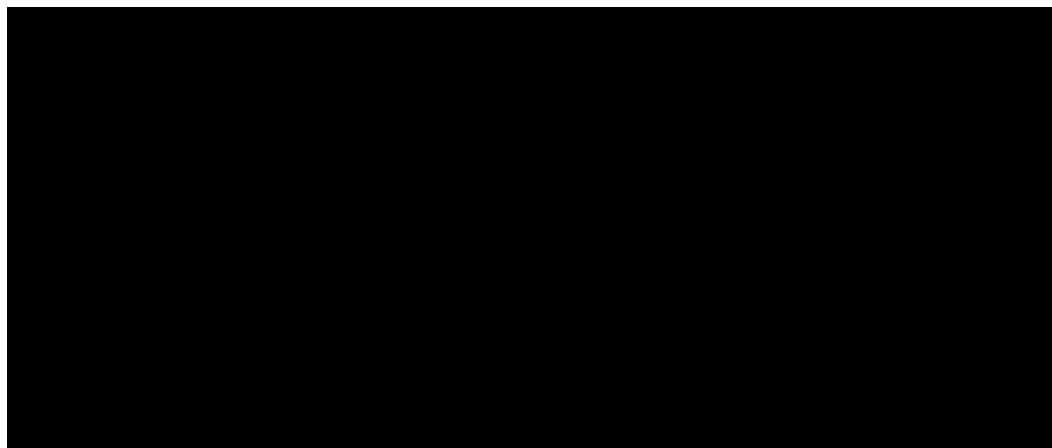
Schedule 1

Contract Particulars

1.	Contractor Details	One Key Resources Pty Ltd ACN: 141 650 259 Level 1, 324 Wickham Street, Fortitude Valley, Queensland 4006
2.	Contractor Representative	Grant Wechsel Managing Director Level 1, 324 Wickham Street, Fortitude Valley, Queensland 4006 
3.	Contractor Site Representative	Kim Harris Account Coordinator Level 1, 324 Wickham Street, Fortitude Valley, Queensland 4006 
4.	Company Details	Anglo Coal (Grosvenor Management) Pty Ltd ACN: 153 794 122 Ground Floor, 201 Charlotte Street, Brisbane, Queensland, 4000
5.	Company Representative	Sandra Thomson Human Resources Manager 464 Goonyella Road, Moranbah, Queensland 4744 

Schedule 2

Charges



Schedule 3**1. ANGLO AMERICAN'S CORPORATE POLICIES**

The Contractor must comply with the following Anglo American's Corporate Policies:

Item	Revision	Document Name
1.1	2010 (Version 3)	Anglo American Good Citizenship: Business Principles
1.2	March 2008	(AA_GTP_000126) Anglo American Safety Golden Rules
1.3	September 2014	Safety Coal, Australia and Canada
1.4	September 2014	Occupational Health Coal, Australia and Canada
1.5	September 2014	Environmental Management Coal, Australia and Canada
1.6	September 2014	Indigenous Peoples Policy Coal, Australia and Canada
1.7	May 2014	Business Integrity Policy
1.8	June 2012	(AA REQ 100) Quality Requirements for Suppliers of Critical and Major Equipment
1.9	October 2010	Sustainable Development in the Anglo American Supply Chain
1.10	October 2010	Anglo American Supplier Sustainable Development Code
1.11	November 2014 (version 2)	Social Way

2. GROUP TECHNICAL STANDARDS (GTS) AND GROUP TECHNICAL GUIDELINES

Among the Company's range of Company Group Technical Standards (**GTS**), there are ten that are considered Fatal Risk Standards (**FRS**).

Many GTS are accompanied by a Group Technical Guideline (**GTG**), which expands on requirements set in the GTS, providing more detail including generic documentation, interpretations, examples of leading practice and dealing with implementation aspects.

The Contractor must comply with the following:

Item	Revision	Document Name
2.1	November 2014	(AA_GTS_000027) AFRS1 Light Vehicles Standard
2.2	December 2014	(AA GTG 000027) AFRG 1 – Light Vehicles, MPVs And Buses Guideline
2.3	June 2012	(AA_GTS_000028) AFRS2 Surface Mobile Equipment Standard
2.4	October 2012	(AA GTG 000028) AFRG 2 – Surface Mobile Equipment Guideline
2.5	June 2012	(AA_GTS_000003) AFRS3 Hazardous Materials Management Standard
2.6	October 2012	(AA GTG 000003) AFRG 3 – Hazardous Materials Management Guideline
2.7	June 2012	(AA_GTS_000004) AFRS4 Molten Materials Management Standard
2.8	October 2012	(AA GTG 000004) AFRG 4 – Molten Material Management
2.9	June 2012	(AA_GTS_000005) AFRS5 Equipment Safeguarding Standard
2.10	October 2012	(AA GTG 000005) AFRG 5 - Equipment Safeguarding
2.11	June 2013	(AA_GTS_000006) AFRS6 Isolation Standard
2.12	October 2013	(AA_GTG_000006) AFRG – Isolation Guideline
2.13	August 2014	(AA_GTS_000007) AFRS7 Working at Heights Standard

Item	Revision	Document Name
2.14	October 2012	(AA_GTG_000007) AFRG 7 – Working At Heights Guideline
2.15	May 2013	(AA_GTS_000008) AFRS8 Lifting Operations Standard
2.16	October 2012	(AA_GTG_000008) AFRG 8 – Lifting Operations Guideline
2.17	June 2012	(AA_GTS_000009) AFRS9 Underground Stability & Optimisation Standard
2.18	June 2011	(AA_GTM_000009) AFRS9 Underground Stability And Optimisation Standard Assessment Tool
2.19	December 2011	(AA_GTS_000010) AFRS10 Underground Equipment Standard
2.20	October 2012	(AA_GTG_000024) Fatigue Management Programme Guideline
2.21	June 2011	(AA_GTM_000024) Fatigue Management Programme Standard Assessment Tool

3. ADDITIONAL SHE REQUIREMENTS

The Contractor must comply with the following additional SHE Requirements:

Item	Revision	Document Name
3.1	Version 4 - May 2014	Standard 11 - Incident Reporting Standard
3.2	Version 10 – September 2015	Standard 10 - SHE Management of Contractors
3.3	3 December 2013	(AAMC-TSTD-GE-004) Packaging, Protection, Preservation and Transportation of Goods

The Contractor is also required to be aware of, understand and comply with any additional Site-specific SHE Requirements prior to the commencement of any Services.

4. GENERAL

The Contractor must ensure that a current copy of all SHE Requirements relevant to the Services is reviewed by the Contractor's Personnel in the management and performance of the Services prior to the commencement of any Services. The SHE Requirements are available from the Company's intranet whilst on Site or from the Company Representative. Without limiting clause 11 (Anglo American's Corporate Policies, Group Technical Standards And She Requirements) in any way, the Contractor in undertaking Services associated with this Contract on-Site, confirms and accepts responsibility to obtain the necessary documents relating to workplace health, safety and the environment for the Site.

ATTACHED:

Transmittal Sheet **45603 -1** acknowledging the Contractor has received and read the above listed documents.



CONFIDENTIAL

Transmitted To: One Key Resources Pty Ltd

Email: [REDACTED]

Transmitted From: Anglo American Supply Chain
(Emma Donaghy)

Purpose: Inform Contractor of content of documents and reduce size of bound copy of Contract 45603

Brisbane corporate office

Direct Line: [REDACTED]

e-mail: [REDACTED]

Contract: 45603

Transmittal Number: 45603-1

Method of Delivery: Email

Date: 18 February 2016

We attach the following documents:		
No.	Revision	Title
1.	2010 (Version 3)	Anglo American Good Citizenship: Business Principles
2.	March 2008	(AA_GTP_000126) Anglo American Safety Golden Rules
3.	September 2014	Safety Coal, Australia and Canada
4.	September 2014	Occupational Health Coal, Australia and Canada
5.	September 2014	Environmental Management Coal, Australia and Canada
6.	September 2014	Indigenous Peoples Policy Coal, Australia and Canada
7.	May 2014	Business Integrity Policy
8.	June 2012	(AA REQ 100) Quality Requirements for Suppliers of Critical and Major Equipment
9.	October 2010	Sustainable Development in the Anglo American Supply Chain
10.	October 2010	Anglo American Supplier Sustainable Development Code
11.	November 2014 (version 2)	Social Way
12.	November 2014	(AA_GTS_000027) AFRS1 Light Vehicles Standard
13.	December 2014	(AA GTG 000027) AFRG 1 – Light Vehicles, MPVs And Buses GUIDELINE
14.	June 2012	(AA_GTS_000028) AFRS2 Surface Mobile Equipment Standard
15.	October 2012	(AA GTG 000028) AFRG 2 – Surface Mobile Equipment Guideline
16.	June 2012	(AA_GTS_000003) AFRS3 Hazardous Materials Management Standard
17.	October 2012	(AA GTG 000003) AFRG 3 – Hazardous Materials Management Guideline
18.	June 2012	(AA_GTS_000004) AFRS4 Molten Materials Management Standard
19.	October 2012	(AA GTG 000004) AFRG 4 – Molten Material Management
20.	June 2012	(AA_GTS_000005) AFRS5 Equipment Safeguarding Standard
21.	October 2012	(AA GTG 000005) AFRG 5 - Equipment Safeguarding
22.	June 2013	(AA_GTS_000006) AFRS6 Isolation Standard
23.	October 2013	(AA_GTG_000006) AFRG – Isolation Guideline
24.	August 2014	(AA_GTS_000007) AFRS7 Working at Heights Standard
25.	October 2012	(AA_GTG_000007) AFRG 7 – Working At Heights Guideline
26.	May 2013	(AA_GTS_000008) AFRS8 Lifting Operations Standard

A member of the Anglo American plc group

Anglo American Metallurgical Coal Pty Ltd

201 Charlotte Street, Brisbane, 4000, Australia. GPO Box 1410, Brisbane, 4001, Australia. T +61 (0)7 3834 1333 F +61 (0)7 3834 1390.

ABN 93 076 059 679



CONFIDENTIAL

We attach the following documents:		
No.	Revision	Title
27.	October 2012	(AA_GTG_000008) AFRG 8 – Lifting Operations Guideline
28.	June 2012	(AA_GTS_000009) AFRS9 Underground Stability & Optimisation Standard
29.	June 2011	(AA_GTM_000009) AFRS9 Underground Stability And Optimisation Standard Assessment Tool
30.	December 2011	(AA_GTS_000010) AFRS10 Underground Equipment Standard
31.	October 2012	(AA_GTG_000024) Fatigue Management Programme Guideline
32.	June 2011	(AA_GTM_000024) Fatigue Management Programme Standard Assessment Tool
33.	Version 4 - May 2014	Standard 11 - Incident Reporting Standard
34.	Version 10 – September 2015	Standard 10 - SHE Management of Contractors
35.	3 December 2013	(AAMC-TSTD-GE-004) Packaging, Protection, Preservation and Transportation of Goods

The Contractor acknowledges that it has received and read the above-listed documents by signing this form and returning it to the Company.

SIGNED for and on behalf of the Contractor by a duly authorised representative

Signature of authorised representative

GRANT WECHSEL

Name of authorised representative

23/02/16

Date

A member of the Anglo American plc group

Anglo American Metallurgical Coal Pty Ltd
 201 Charlotte Street, Brisbane, 4000, Australia. T +61 (0)7 3834 1333 F +61 (0)7 3834 1390.
 ABN 93 076 059 679

Schedule 4

Key Performance Indicators

Item	KPI	Unit of Measure	Target
1	Safety	Compliance with the Company's Authority to Work	100%
2	Invoice Accuracy	Number of Rejected Invoices	Nil
3	Employee Relations Management Plan (ERMP)	Compliance with Contractor's ERMP	100%
4	Reports and meetings	As outlined in clause 12	For reports, within five (5) Business Days of due date or date of request For meetings, within less than five (5) Business Days of the request
5	Available Workforce	% Compliance with Manning Schedule	100%

Schedule 5**Standard Engagement Terms**

The Labour Hire Worker acknowledges and agree that:

- a) at the request of the Company or the Contractor, he or she may be required by the Company or the Contractor to undergo random or for cause drug and alcohol testing by any means required by the Company or Contractor;
- b) he or she must, within 30 days of the proposed date for commencement at the Site, and for the duration of his or her assignment to the Site, have a negative drug test in order to commence and continue working at the Site;
- c) he or she understands and will comply with all current Anglo American's Corporate Policies, Site policies, standards and the SHE Requirements;
- d) his or her hours of work will be as advised to you by the Contractor;
- e) he or she has disclosed to the Contractor any pre-existing medical conditions and provided his or her workers' compensation claims history (if applicable);
- f) will use all necessary PPE and Company PPE in accordance with Site policies and procedures or as directed by the Company; and
- g) he or she has a current Coal Board Medical Certificate (if applicable).

Schedule 6**Roles**

Item	Role
1.	Operations Coordinator
2.	Tradesperson – level 1
3.	Tradesperson – level 2
4.	Operator – Production
5.	Operator – Outbye
6.	Operator – Specialised Level 1
7.	Operator – Specialised Level 2

Schedule 7

Role Profiles

ROLE PROFILE

OPERATIONS COORDINATOR

PURPOSE OF ROLE	
Plan, oversee and execute the activities which are required to deliver the annual operating planned production targets	
REQUIRED COMPETENCIES	
Safety	<ol style="list-style-type: none"> 1 Knowledge and understanding of obligations of a Coal Mine Worker under the CMSHA 1999 and Regulation 2001. 2 Ability to understand and comply with safety systems. 3 Demonstrated ability to establish safe practices and behaviours and develop a proactive safety culture, such as, for example: <ol style="list-style-type: none"> a) full implementation of SHE systems in own area; b) identification, design, recommendation and implementation of opportunities to improve safety; c) exhibiting an uncompromising stand on safety risks; d) fully understanding the Company's SHE goals; e) fully understanding the regulatory requirements of own role; and f) understanding the impact of safety symbols and own behaviour and proactively shaping both. 4 Ability to maintain housekeeping at an acceptable standard at all times. 5 Demonstrated ability to supervise, coach and mentor ERZ Controllers and Operators to achieve Zero Harm. 6 Ability to enable and monitor compliance to all statutory and Safety and Health Management System requirements within the underground operations processes.
Team Leadership	<ol style="list-style-type: none"> 1 Ability to coach, mentor and develop Operations team members to assist in developing their performance. 2 Ability to build technical and leadership capacity within the Underground Operations team. This includes accountability for skills & competency attainment, compliance training and proficiency development. 3 Demonstrated capacity to celebrate success and recognise outstanding performance and behaviour. 4 Ability to execute formal performance management processes when performance or behaviour does not meet the required standard and informal processes have been exhausted. 5 Capacity to lead by example and consistently demonstrate behaviours aligned with the Anglo American Values.
Operational Leadership	<ol style="list-style-type: none"> 1 Demonstrated ability to comply with and apply operational discipline to the Underground Planning, Scheduling, Implementation and Review and Action Improvement processes documented in the Anglo American Management and Operating system. 2 Ability to contribute to the following Underground Planning processes as they apply to operations: <ol style="list-style-type: none"> a) Geotechnical Planning; b) Panel Design; c) Water Management Plan; d) Ventilation Plan; and e) Gate road Permit to Mine. 3 Demonstrated contribution to the following Underground Scheduling processes as they apply to operations: <ol style="list-style-type: none"> a) 12 Week Schedule; b) Monthly Schedule; c) 1 Week Schedule;

	<ul style="list-style-type: none"> d) Scope of Works; and e) Ventilation Plan. <p>4 Capacity to ensure the Operations process establishes and maintains an effective SHMS incorporating:</p> <ul style="list-style-type: none"> a) Shift controls; b) Shift handovers; c) Shift operations; d) Operations Inspections; and e) Shift debriefs. <p>5 Ability to carefully review and action improvement processes, daily review processed and weekly review processes.</p>
Team Work	<ul style="list-style-type: none"> 1 Develop and deliver integrated work plan with consideration of maintenance activities. 2 Ensure team assist with trade maintenance activities as required.
Systems	<p>3 Demonstrated ability to comply with safety and operating systems including:</p> <ul style="list-style-type: none"> a) contributing to the renovation and development of fit-for-purpose systems; b) demonstrating behaviour that is consistent with the purpose of the systems; and c) identifying and reporting opportunities for improvement.

REQUIRED SKILLS

Detailed understanding of mine activities.
 Demonstrated application of mine planning and scheduling tools.
 Strong interpersonal skills.
 Good written and verbal communication skills.
 Demonstrated ability to lead teams to achieve set production targets in a safe and efficient manner.
 Excellent leadership skills.

FORMAL QUALIFICATIONS

Required: S1, 2, 3 and G2
 Desirable: Certificate 3 or higher in Underground Coal Mining or equivalent qualification

REQUIRED EXPERIENCE

Minimum 5yrs of role related (ie. Development, Longwall) experience in an underground mining operation

ROLE PROFILE

TRADESPERSON – LEVEL 1

PURPOSE OF ROLE	
Maintain safe and productive working equipment.	
REQUIRED COMPETENCIES	
Safety	<ol style="list-style-type: none"> 1 Knowledge and understanding of obligations of a Coal Mine Worker under the CMSHA 1999 and Regulation 2001. 2 Ability to understand and comply with safety systems. 3 Demonstrated ability to establish safe practices and behaviours and develop a proactive safety culture, such as, for example: <ol style="list-style-type: none"> a) full implementation of SHE systems in own area; b) identification, design, recommendation and implementation of opportunities to improve safety; c) exhibiting an uncompromising stand on safety risks; d) fully understanding the Company's SHE goals; e) fully understanding the regulatory requirements of own role; and f) understanding the impact of safety symbols and own behaviour and proactively shaping both.
Productivity	<ol style="list-style-type: none"> 1 Skills in and ability to construct the electrical/mechanical components of an underground mine, including: <ol style="list-style-type: none"> a) consistently delivering performance targets; b) implementing and maintaining electrical/mechanical plans and standards; c) applying standards and procedures 2 Demonstrated capacity and ability to construct and maintain underground equipment, including: <ol style="list-style-type: none"> a) undertaking construction and electrical/mechanical maintenance activities to create and maintain electrically/mechanically safe and productive equipment; b) implementation of rolling monthly electrical/mechanical maintenance plans that optimise the electrical/mechanical maintenance performance of the underground components of the mine, including achievement of monthly work and resource plans and targets; c) monitoring performance against plan; d) identification and rectification of risks to the delivery of the plan; and e) reviewing and adjusting the pathways to achieve the planned goals. 3 Ability to complete electrical/mechanical maintenance duties as a member of the mines underground team to ensure the team safely meets targets in accordance with the annual mine plan including: <ol style="list-style-type: none"> a) maintaining electrical/mechanical components of equipment efficiently to meet or exceed targets in accordance with the daily / weekly plan; b) communicating all relevant issues to oncoming crew, including, in particular, advising of work area conditions, equipment availability and condition, and any issues which may affect the work program; c) seeking to minimise expenditure and waste by re-using materials where practical to do so, and appropriately disposing of materials that can't be re-used; d) ensuring that housekeeping is maintained at an acceptable standard at all times; and e) actively seeking opportunities to improve the electrical / mechanical construction / maintenance process.

Team Work	<ol style="list-style-type: none"> 1 Demonstrated ability to properly prepare for the oncoming shift by: <ol style="list-style-type: none"> a) leaving the working environment and equipment in the best possible condition; and b) communicating a clear and concise handover. 2 Ability to assist with non-trade activities as required.
Systems	<ol style="list-style-type: none"> 1 Demonstrated ability to comply with safety and operating systems including: <ol style="list-style-type: none"> a) contributing to the renovation and development of fit-for-purpose systems; b) demonstrating behaviour that is consistent with the purpose of the systems; and c) identifying and reporting opportunities for improvement.

REQUIRED SKILLS

Development

Demonstrated knowledge of specific maintenance activities associated with underground equipment, including joy continuous miners, machine mounted bolters, joy shuttle cars, feeder breakers, conveyor drivers, driftrunners and LHD.

Longwall

Demonstrated knowledge of specific maintenance activities associated with underground equipment, including shearer, chock, AFC and coal clearance systems, maingate, monorail systems, longwall move equipment such as mule, dozer and chock carrier.

Outbye

Demonstrated knowledge of specific maintenance activities associated with underground equipment, including conveyor systems, conveyor drives, dewatering systems, LHD, driftrunner, grader and hand-held bolters.

FORMAL QUALIFICATIONS

Certificate 3 qualification in related Trade (ie Electrical, Fitter/Turner, Diesel Mechanic etc).

REQUIRED EXPERIENCE

Minimum 2yrs of role related (ie. Development, Longwall, Outbye) experience in an underground mining operation.

ROLE PROFILE

TRADESPERSON – LEVEL 2

PURPOSE OF ROLE	
Maintain safe and productive working equipment.	
REQUIRED COMPETENCIES	
Safety	<ol style="list-style-type: none"> 1 Knowledge and understanding of obligations of a Coal Mine Worker under the CMSHA 1999 and Regulation 2001. 2 Ability to understand and comply with safety systems. 3 Demonstrated ability to establish safe practices and behaviours and develop a proactive safety culture, such as, for example: <ol style="list-style-type: none"> a) full implementation of SHE systems in own area; b) identification, design, recommendation and implementation of opportunities to improve safety; c) exhibiting an uncompromising stand on safety risks; d) fully understanding the Company's SHE goals; e) fully understanding the regulatory requirements of own role; and f) understanding the impact of safety symbols and own behaviour and proactively shaping both.
Productivity	<ol style="list-style-type: none"> 1 Skills in and ability to construct the electrical/mechanical components of an underground mine, including: <ol style="list-style-type: none"> a) consistently delivering performance targets; b) implementing and maintaining electrical/mechanical plans and standards; c) applying standards and procedures 2 Demonstrated capacity and ability to construct and maintain underground equipment, including: <ol style="list-style-type: none"> a) undertaking construction and electrical/mechanical maintenance activities to create and maintain electrically/mechanically safe and productive equipment; b) implementation of rolling monthly electrical/mechanical maintenance plans that optimise the electrical/mechanical maintenance performance of the underground components of the mine, including achievement of monthly work and resource plans and targets; c) monitoring performance against plan; d) identification and rectification of risks to the delivery of the plan; and e) reviewing and adjusting the pathways to achieve the planned goals. 3 Ability to complete electrical/mechanical maintenance duties as a member of the mines underground team to ensure the team safely meets targets in accordance with the annual mine plan including: <ol style="list-style-type: none"> a) maintaining electrical/mechanical components of equipment efficiently to meet or exceed targets in accordance with the daily / weekly plan; b) communicating all relevant issues to oncoming crew, including, in particular, advising of work area conditions, equipment availability and condition, and any issues which may affect the work program; c) seeking to minimise expenditure and waste by re-using materials where practical to do so, and appropriately disposing of materials that can't be re-used; d) ensuring that housekeeping is maintained at an acceptable standard at all times; and e) actively seeking opportunities to improve the electrical / mechanical construction / maintenance process.

Team Work	<ol style="list-style-type: none"> 1 Demonstrated ability to properly prepare for the oncoming shift by: <ol style="list-style-type: none"> a) leaving the working environment and equipment in the best possible condition; and b) communicating a clear and concise handover. 2 Ability to assist with non-trade activities as required.
Systems	<ol style="list-style-type: none"> 1 Demonstrated ability to comply with safety and operating systems including: <ol style="list-style-type: none"> a) contributing to the renovation and development of fit-for-purpose systems; b) demonstrating behaviour that is consistent with the purpose of the systems; and c) identifying and reporting opportunities for improvement.
Leadership	<ol style="list-style-type: none"> 1 Ability to complete written and oral reports. 2 Demonstrated capacity to assign work tasks based on the skills, capabilities and competency of workers. 3 Ability to monitor, assess and manage work output. 4 Demonstrated ability to manage shift handover process and ensure oncoming crew have the information required to complete their assigned work safely and effectively.

REQUIRED SKILLS

Development

Demonstrated knowledge of specific maintenance activities associated with underground equipment, including joy continuous miners, machine mounted bolters, joy shuttle cars, feeder breakers, conveyor drivers, drifrunners and LHD.

Longwall

Demonstrated knowledge of specific maintenance activities associated with underground equipment, including shearer, chock, AFC and coal clearance systems, maingate, monorail systems, longwall move equipment such as mule, dozer and chock carrier.

Outbye

Demonstrated knowledge of specific maintenance activities associated with underground equipment, including conveyor systems, conveyor drives, dewatering systems, LHD, drifrunner, grader and hand-held bolters.

FORMAL QUALIFICATIONS

S1, S2, S3 and G2

Certificate 3 qualification in related Trade (ie Electrical, Fitter/Turner, Diesel Mechanic etc).

REQUIRED EXPERIENCE

Minimum 5yrs of role related (ie. Development, Longwall, Outbye) experience in an underground mining operation.

ROLE PROFILE

OPERATOR – PRODUCTION

PURPOSE OF ROLE	
Operate mining equipment and lead crew in a safe and productive manner.	
REQUIRED COMPETENCIES	
Safety	<ol style="list-style-type: none"> 1 Knowledge and understanding of obligations of a Coal Mine Worker under the CMSHA 1999 and Regulation 2001. 2 Ability to understand and comply with safety systems. 3 Demonstrated ability to establish safe practices and behaviours and develop a proactive safety culture, such as, for example: <ol style="list-style-type: none"> a) full implementation of SHE systems in own area; b) identification, design, recommendation and implementation of opportunities to improve safety; c) exhibiting an uncompromising stand on safety risks; d) fully understanding the Company's SHE goals; e) fully understanding the regulatory requirements of own role; and f) understanding the impact of safety symbols and own behaviour and proactively shaping both. 4 Ability to maintain housekeeping at an acceptable standard at all times.
Productivity	<ol style="list-style-type: none"> 1 Demonstrated ability to operate equipment in a manner which: <ol style="list-style-type: none"> a) consistently delivers performance targets; b) meets or exceeds production targets in accordance with the daily/weekly plan; c) implement operational plans; and d) complies with standards and procedures. 2 Ability to assist with maximising resource recovery whilst minimising dilution.
Team Work	<ol style="list-style-type: none"> 1 Demonstrated ability to properly prepare for the oncoming shift by: <ol style="list-style-type: none"> a) leaving the working environment and equipment in the best possible condition; and b) communicating a clear and concise handover. 2 Knowledge of and ability to assisting with trade maintenance activities as required.
Systems	<ol style="list-style-type: none"> 1 Demonstrated ability to comply with safety and operating systems including: <ol style="list-style-type: none"> a) contributing to the renovation and development of fit-for-purpose systems; b) demonstrating behaviour that is consistent with the purpose of the systems; and c) identifying and reporting opportunities for improvement.
REQUIRED SKILLS	
<u>For Development</u> Ability to operate bolter, loader, driftrunner and QDS implements.	
<u>For Longwall</u> Ability to operate maingate, chock, coal clearance, dozer, chock carrier, mule and driftrunner.	

FORMAL QUALIFICATIONS

Desirable: Certificate 2 or higher in Underground Coal Mining or equivalent qualification

REQUIRED EXPERIENCE

Minimum 2yrs of role related (ie. Development, Longwall, Outbye) experience in an underground mining operation

ROLE PROFILE

OPERATOR – OUTBYE

PURPOSE OF ROLE	
Complete mine support activities in accordance with daily and weekly plan including, for example, installation of ventilation control devices, secondary support, roadway maintenance, concreting, shotcreting and dewatering activities.	
REQUIRED COMPETENCIES	
Safety	<ol style="list-style-type: none"> 1 Knowledge and understanding of obligations of a Coal Mine Worker under the CMSHA 1999 and Regulation 2001. 2 Ability to understand and comply with safety systems. 3 Demonstrated ability to establish safe practices and behaviours and develop a proactive safety culture, such as, for example: <ol style="list-style-type: none"> a) full implementation of SHE systems in own area; b) identification, design, recommendation and implementation of opportunities to improve safety; c) exhibiting an uncompromising stand on safety risks; d) fully understanding the Company's SHE goals; e) fully understanding the regulatory requirements of own role; and f) understanding the impact of safety symbols and own behaviour and proactively shaping both. 4 Ability to maintain housekeeping at an acceptable standard at all times.
Productivity	<ol style="list-style-type: none"> 1 Demonstrated ability to operate equipment in a manner which: <ol style="list-style-type: none"> a) consistently delivers performance targets; b) meets or exceeds production targets in accordance with the daily/weekly plan; c) implement operational plans; and d) complies with the standards and procedures; 2 Demonstrated ability to maintain roadways and housekeeping in Outbye areas to an acceptable standard. 3 Ability to: <ol style="list-style-type: none"> a) install ventilation control devices in accordance with design specification and to the required standard; b) install concrete in roadway areas; c) assist with the installation of shotcrete to the planned specifications; d) install secondary support as per the Mine Manager Support Rules and specification; e) follow all strata advices and complete strata defect rectification in accordance with daily plan; and f) complete dewatering activities as required and maintain pumps and sumps.
Team Work	<ol style="list-style-type: none"> 1 Demonstrated ability to properly prepare for the oncoming shift by: <ol style="list-style-type: none"> a) leaving the working environment and equipment in the best possible condition; and b) communicating in a clear and concise handover. 2 Knowledge of and ability to assist with trade maintenance activities as required.
Systems	<ol style="list-style-type: none"> 1 Demonstrated ability to comply with safety and operating systems including: <ol style="list-style-type: none"> a) contributing to the renovation and development of fit-for-purpose systems; b) demonstrating behaviour that is consistent with the purpose of the systems; and

	c) identifying and reporting opportunities for improvement.
REQUIRED SKILLS	
Ability to operate loader, handheld bolter, driftrunner and QDS implements.	
FORMAL QUALIFICATIONS	
Desirable: Certificate 2 or higher in Underground Coal Mining or equivalent qualification	
REQUIRED EXPERIENCE	
Minimum 2yrs of role related (ie. Outbye) experience in an underground mining operation	

ROLE PROFILE

OPERATOR SPECIALISED – LEVEL 1

PURPOSE OF ROLE	
Operate mining equipment and lead crew in a safe and productive manner to achieve planned production targets	
REQUIRED COMPETENCIES	
Safety	<ol style="list-style-type: none"> 1 Knowledge and understanding of obligations of a Coal Mine Worker under the CSMHA 1999 and Regulation 2001. 2 Ability to understand and comply with safety systems. 3 Demonstrated ability to establish safe practices and behaviours and develop a proactive safety culture, such as, for example: <ol style="list-style-type: none"> a) full implementation of SHE systems in own area; b) identification, design, recommendation and implementation of opportunities to improve safety; c) exhibiting an uncompromising stand on safety risks; d) fully understanding the Company's SHE goals; e) fully understanding the regulatory requirements of own role; and f) understanding the impact of safety symbols and own behaviour and proactively shaping both. 4 Ability to maintain housekeeping at an acceptable standard at all times.
Productivity	<ol style="list-style-type: none"> 1 Demonstrated ability to operate equipment in a manner which: <ol style="list-style-type: none"> a) consistently delivers performance targets; b) meets or exceeds production targets in accordance with the daily/weekly plan; c) implement operational plans; and d) complies with standards and procedures; 2 Ability to assist with maximising resource recovery whilst minimising dilution. 3 Ability to ensure quality of drivage meets minimum expectations including: <ol style="list-style-type: none"> a) horizontal control; b) deviation from standard roadway dimensions; c) quality of roof support installation; and d) clean-up of lame coal. 4 Ability to set and achieve short interval targets and monitor variance. 5 Ability to communicate with the Explosive Risk Zone (ERZ) controller of the district and assist in the downtime recording during the shift at a high level.
Team Work	<ol style="list-style-type: none"> 1 Demonstrated ability to properly prepare for the oncoming shift by: <ol style="list-style-type: none"> a) leaving the working environment and equipment in the best possible condition; and b) communicating a clear and concise handover. 2 Knowledge of and ability to assist with trade maintenance activities as required.
Systems	<ol style="list-style-type: none"> 1 Demonstrated ability to comply with safety and operating systems including: <ol style="list-style-type: none"> a) contributing to the renovation and development of fit-for-purpose systems; b) demonstrating behaviour that is consistent with the purpose of the systems; and c) identifying and reporting opportunities for improvement.

<p>Leadership</p>	<ol style="list-style-type: none"> 1 High standard of written and oral reports. 2 Ability to assign work tasks based on the skills, capabilities and competency of workers. 3 Demonstrated ability to monitor, assess and manage work output 4 Ability to manage shift handover processes and ensure oncoming crew have the information required to complete their assigned work safely and effectively.
<p>REQUIRED SKILLS</p>	
<p><u>For Development</u> Ability to operate continuous miner, bolter, loader, driftrunner and QDS implements.</p> <p><u>For Longwall</u> Ability to operate shearer, maingate, chock, coal clearance, dozer, chock carrier, mule and driftrunner.</p>	
<p>FORMAL QUALIFICATIONS</p>	
<p>Required: S1, 2, 3 and G2 Desirable: Certificate 3 or higher in Underground Coal Mining or equivalent qualification</p>	
<p>REQUIRED EXPERIENCE</p>	
<p>Minimum 2yrs of role related (ie. Development, Longwall) experience in an underground mining operation</p>	

ROLE PROFILE

OPERATOR SPECIALISED – LEVEL 2

PURPOSE OF ROLE	
Operate mining equipment and lead crew in a safe and productive manner to achieve planned production targets.	
REQUIRED COMPETENCIES	
Safety	<ol style="list-style-type: none"> 1 Knowledge and understanding of obligations of a Coal Mine Worker under the CMSHA 1999 and Regulation 2001. 2 Ability to understand and comply with safety systems. 3 Demonstrated ability to establish safe practices and behaviours and develop a proactive safety culture, such as, for example: <ol style="list-style-type: none"> a) full implementation of SHE systems in own area; b) identification, design, recommendation and implementation of opportunities to improve safety; c) exhibiting an uncompromising stand on safety risks; d) fully understanding the Company's SHE goals; e) fully understanding the regulatory requirements of own role; and f) understanding the impact of safety symbols and own behaviour and proactively shaping both. 4 Ability to maintain housekeeping at an acceptable standard at all times.
Productivity	<ol style="list-style-type: none"> 1 Demonstrated ability to operate equipment in a manner which: <ol style="list-style-type: none"> a) consistently delivers performance targets; b) meets or exceeds production targets in accordance with the daily/weekly plan; c) implement operational plans; and d) complies with standards and procedures; 2 Ability to assist with maximising resource recovery whilst minimising dilution. 3 Ability to ensure quality of drivage meets minimum expectations including: <ol style="list-style-type: none"> a) horizontal control; b) deviation from standard roadway dimensions; c) quality of roof support installation; and d) clean-up of lame coal. 4 Ability to set and achieve short interval targets and monitor variance. 5 Ability to communicate with the Explosive Risk Zone (ERZ) controller of the district and assist in the downtime recording during the shift at a high level.
Team Work	<ol style="list-style-type: none"> 1 Demonstrated ability to properly prepare for the oncoming shift by: <ol style="list-style-type: none"> a) leaving the working environment and equipment in the best possible condition; and b) communicating a clear and concise handover. 2 Knowledge of and ability to assist with trade maintenance activities as required.
Systems	<ol style="list-style-type: none"> 1 Demonstrated ability to comply with safety and operating systems including: <ol style="list-style-type: none"> a) contributing to the renovation and development of fit-for-purpose systems; b) demonstrating behaviour that is consistent with the purpose of the systems; and c) identifying and reporting opportunities for improvement.

<p>Leadership</p>	<ol style="list-style-type: none"> 1 High standard of written and oral reports. 2 Ability to assign work tasks based on the skills, capabilities and competency of workers. 3 Demonstrated ability to monitor, assess and manage work output 4 Ability to manage shift handover processes and ensure oncoming crew have the information required to complete their assigned work safely and effectively.
<p>REQUIRED SKILLS</p>	
<p><u>For Development</u> Ability to operate continuous miner, bolter, loader, driftrunner and QDS implements.</p> <p><u>For Longwall</u> Ability to operate shearer, maingate, chock, coal clearance, dozer, chock carrier, mule and driftrunner.</p>	
<p>FORMAL QUALIFICATIONS</p>	
<p>Required: S1, 2, 3 and G2 Desirable: Certificate 3 or higher in Underground Coal Mining or equivalent qualification</p>	
<p>REQUIRED EXPERIENCE</p>	
<p>Minimum 5yrs of role related (ie. Development, Longwall) experience in an underground mining operation</p>	

**Schedule 8
Minimum Work Standards**

OPERATIONS ROLES			MINIMUM WORK STANDARDS			
			Area	Measure		Results
1.	Operations	Coordinator	Safety	1.	SLAMs completed	
				2.	Injuries (TRCs)	
				3.	First Aid cases	
				4.	Key persons involved in an incident	
				5.	Hazards identified	
				6.	TBT attended	
				7.	Non-conformances with SHMS (including fitness for duty)	
			Training	1.	Holds authorisations and appointments required by TNA	
				2.	Expired competencies	
				3.	External training courses completed	
				4.	Training and assessments completed (TAA's Only)	
			Productivity	1.	Compliance to manning schedule	

OPERATIONS ROLES			MINIMUM WORK STANDARDS			
			Area	Measure		Results
2.	Operator	Production / Outbye	Safety	1.	SLAMs completed	
				2.	Injuries (TRCs)	
				3.	First Aid cases	
				4.	Key persons involved in an incident	
				5.	Hazards identified	
				6.	TBT attended	
				7.	Non-conformances with SHMS (including fitness for duty)	
			Training	1.	Holds authorisations and appointments required by TNA	
				2.	Expired competencies	
				3.	External training courses completed	
				4.	Training and assessments completed (TAA's Only)	
			Productivity	1.	Compliance to manning schedule	

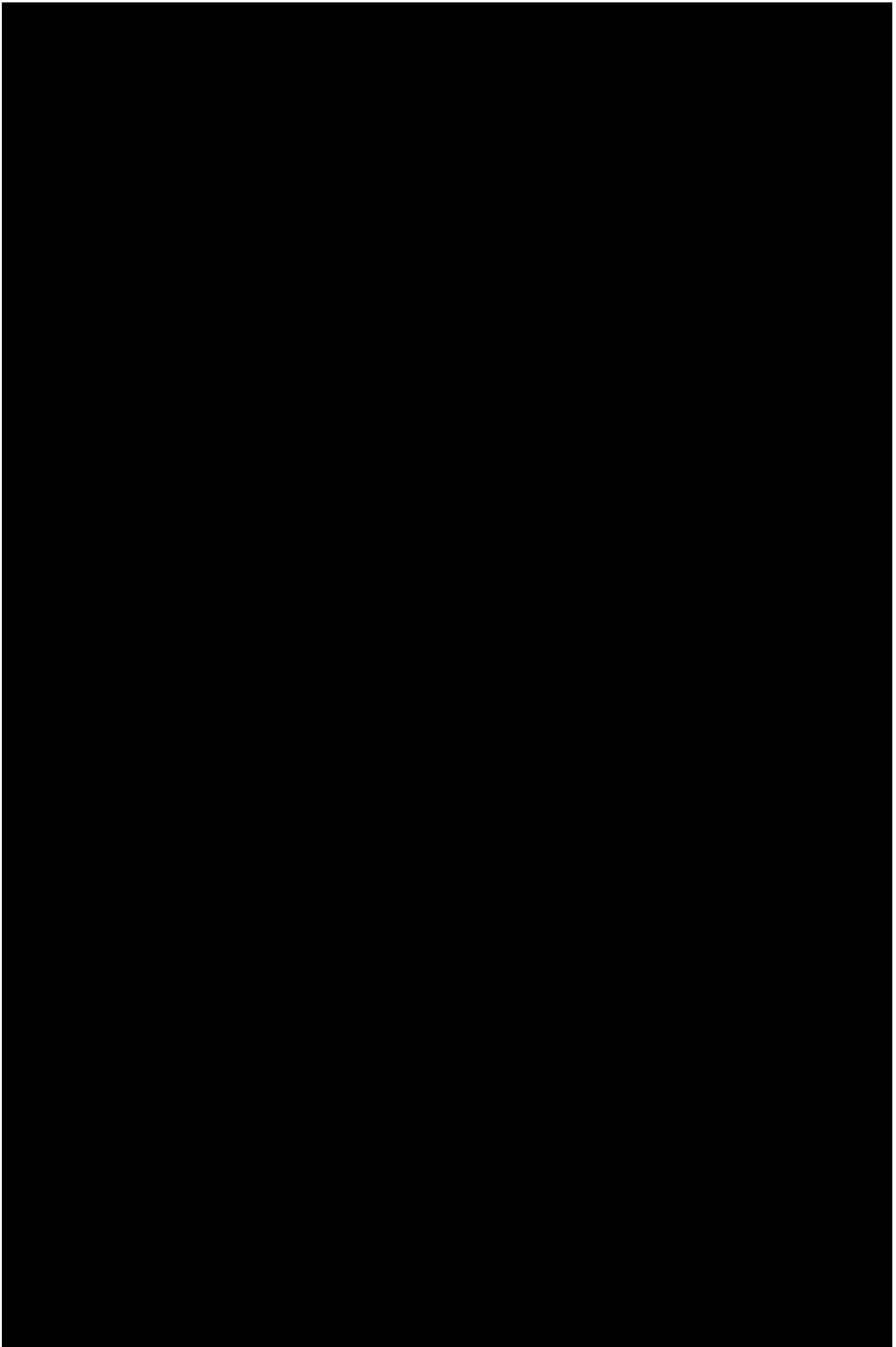
OPERATIONS ROLES			MINIMUM WORK STANDARDS			
			Area	Measure		Results
3.	Operator	Specialised Level 1 Longwall	Safety	1.	SLAMs completed	
				2.	Injuries (TRCs)	
				3.	First Aid cases	
				4.	Key persons involved in an incident	
				5.	Hazards identified	
				6.	TBT attended	
				7.	Non-conformances with SHMS (including fitness for duty)	
		Specialised Level 2 Longwall	Training	1.	Holds authorisations and appointments required by TNA	
				2.	Expired competencies	
				3.	External training courses completed	
				4.	Training and assessments completed (TAA's Only)	
		Productivity	1.	Cut rate		
			2.	Shearers		
			3.	Compliance to manning schedule		

OPERATIONS ROLES			MINIMUM WORK STANDARDS			
			Area	Measure		Results
4.	Operator	Specialised Level 1 Development	Safety	1.	SLAMs completed	
				2.	Injuries (TRCs)	
				3.	First Aid cases	
				4.	Key persons involved in an incident	
				5.	Hazards identified	
				6.	TBT attended	
				7.	Non-conformances with SHMS (including fitness for duty)	
		Specialised Level 2 Development	Training	1.	Holds authorisations and appointments required by TNA	
				2.	Expired competencies	
				3.	External training courses completed	
				4.	Training and assessments completed (TAA's Only)	
		Productivity	1.	Cut rate		
			2.	Meters cut		
			3.	Compliance to manning schedule		

TRADE ROLES			MINIMUM WORK STANDARDS			
			Area	Measure		Results
5.	Tradesperson	Level 1 Level 2	Safety	1.	SLAMs completed	
				2.	Injuries (TRCs)	
				3.	First Aid cases	
				4.	Key persons involved in an incident	
				5.	Hazards identified	
				6.	TBT attended	
				7.	Non-conformances with SHMS (including fitness for duty)	
		Training	1.	Holds authorisations and appointments required by TNA		
			2.	Expired competencies		
			3.	External training courses completed		
			4.	Training and assessments completed (TAA's Only)		
		Productivity	1.	Work orders completed		
			2.	Secondary work orders raised		
			3.	Work order completion comments		
		Work Output	1.	Compliance to manning schedule		

Schedule 10

ERMP Questionnaire



Schedule 11

Site Instruction

Contract No:

Date:

SITE INSTRUCTION

	Number:	_____
To:	From:	_____
Address:	Address:	_____

Attention:	Telephone:	_____
	Facsimile:	_____

Note: This Site Instruction is issued under clause 3 of the Labour Hire Agreement and, at the time that the Company issues a Manning Schedule for Services set out in a Site Instruction to the Contractor in accordance with clause 3.3(a) of the Labour Hire Agreement, a Contract is formed for the supply of Labour Hire Workers for the Role or Roles specified in that Manning Schedule, and, this Site Instruction will form part of the Contract in accordance with the terms and conditions of the Labour Hire Agreement (as amended).

Scope of Services for Labour Hire Worker(s):

Date of commencement of Labour Hire Worker(s):	
Date until which the Labour Hire Worker(s) are required:	
Role of the Labour Hire Worker	
Rostering arrangements and requirements	
Other information:	

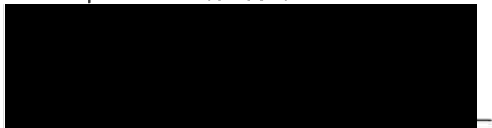
Signed:	Signed:
Company Representative:	Contractor Representative:
Name (print):	Name (print):
Date:	Date:

Schedule 12

Workflows

The parties will develop and implement the Workflows within the first three (3) months of the Contract, or as otherwise agreed by the parties.

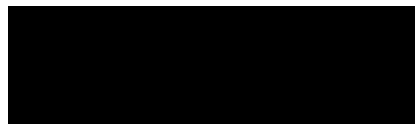
**SIGNED for ANGLO COAL
(GROSVENOR MANAGEMENT) PTY LTD**
in accordance with section 127 of the
Corporations Act 2001:



Signature of director

Simon Anthony Patterson
Director

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

Helen Patricia Kelly

Name of director/company secretary
(print)

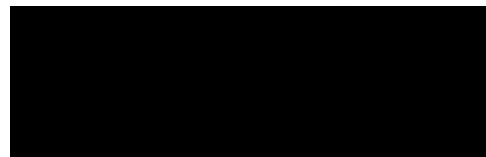
**SIGNED for ONE KEY RESOURCES PTY
LTD** in accordance with section 127 of the
Corporations Act 2001:



Signature of director

QUANT WECHSEL

Name of director (print)



Signature of director/company secretary
(Please delete as applicable)

DARREN LOCKYER

Name of director/company secretary
(print)