

Agreement for the Provision of Services

BETWEEN

GEOFLUX (Pty) Ltd. a privately owned engineering, geoscientific, environmental, GIS and project management consultancy company incorporated in Botswana, whose head office is at Plot 10224 Mokolwane Road, Broadhurst Industrial Sites, P.O. Box 2403AAD, Poso House, Gaborone, Botswana. Geoflux (Pty) Ltd, (represented by the Director – **Ms. Keamogetse Mogae - Tabulawa**).

AND

Dr. Khaulani Fichani, an Independent Mining Engineer/Mining Economist. **Dr. Fichani** represents himself on his cognizance and authority. He can be reached at P.O. Box 41147, Gaborone, and Mobile number 267-73290000.

IT HAS BEEN AGREED UPON THAT

1. PURPOSE OF THE AGREEMENT

1.1 The agreement concerns the provision of Updating of CUT 3 Closure Plan to Feasibility Study Level of detail in line with IDM 2022 and AA Mine Closure and Socio-Economic Assessment Tool (SEAT). The Project is executed on behalf of Debswana – Orapa, herein called -the Client.

1.2 The specialist shall be **Dr. K. Fichani**

2. NATURE AND DESCRIPTION OF THE SERVICES

The services to be provided to GEOFLUX (Pty) Ltd. by **Dr. Fichani** are as outlined below:

2.1 Updating of CUT 3 Closure Plan to FS level of detail in line with IDM 2022 and Anglo American Mine Closure and Socio-Economic Toll (SEAT). Detailed scope:

2.1.1 Assess and recommend a closure criteria for establishment/closure of Coal Dumps with inputs from Geology and Hydrogeology to manage the risk of acid mine drainage, spontaneous combustion, calcrete demands for coal Management and closure of coal dumps.

2.1.2 Identify options /opportunities in collaboration with the mining and process functions, for the ECONOMIC EXPLOITATION (Coal beneficiation) of Coal produced for alternative use other than storage on site and conduct a desk top level techno-economic evaluation of such options.

The process should be comprehensive enough to include:

Identification through:

- ✓ Stakeholder engagements

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- ✓ Literature review
- ✓ Benchmarking
- ✓ Review of technologies and processes

Elimination and Prioritization Process

The elimination and prioritization process will be undertaken over the identified economic options for uses of coal.

- 2.1.3 A pre-feasibility analysis of the above opportunities will be undertaken to enable costing (Closure cost estimation) and establishment of Key Performance Indicators.
- 2.1.4 Stakeholder engagements for their input and buy-in.
- 2.1.5 Attend meetings and Workshops as will be required including benchmarking trip in the neighbouring South Africa.
- 2.1.6 Produce a technical report including all of the above items as well as the following headings: defining the closure criteria for coal deposits; closure risks of coal storage; KPIs and measures in line with strategic sustainable development (SSD) Design criteria, and revised closure criteria for final disposal of coal.

3. OBLIGATIONS UPON Dr K. Fichani

- 3.1 **Dr. Fichani** should make sure that he provides service diligently, competently and with professional care commensurate with his qualifications and experience. **Dr. Fichani** should carry out the work entrusted to him in a manner that complies with the standards of the profession.
- 3.2 **Dr. Fichani** will respect the terms of this contract and will inform GEOFLUX in the shortest delay of any event, development or impediment that might have a negative impact on the normal course of the execution of the study. In such a case **Dr. Fichani** and GEOFLUX will work out a solution based on mutual agreement.
- 3.3 **Dr. Fichani** will attend the project meetings scheduled for presentation and discussion of reports submitted to the clients as necessary.
- 3.4 **Dr. Fichani** will submit all his deliverables electronically. The digital reports must be in MS WORD format and be editable and maps and other related graphics must be inserted under the relevant sections.
- 3.5 No change of personnel will take place without the prior consent of GEOFLUX. Should there be extenuating circumstances that require change of experts, it will

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be with an expert of similar or equivalent qualification and experience to that of **Dr. Fichani** and such an expert will be subject to the approval of the Client.

4. OBLIGATIONS LAID UPON GEOFLUX

- 4.1 GEOFLUX will have the responsibility of the technical and administrative management, liaison and communication with the Client representatives. **Dr. Fichani** will participate in project meetings as and when required, depending on the nature of the project item.
- 4.2 GEOFLUX will do everything to facilitate **Dr. Fichani** access to necessary data, documents and information.
- 4.3 GEOFLUX will inform **Dr. Fichani** of the dates of project meetings following receipt of the invitations from the Client.
- 4.4 GEOFLUX will provide assistance to **Dr. Fichani** and will remain in contact with him during the execution of the work.
- 4.5 GEOFLUX will be responsible for all project related expenses, transport, accommodation and subsistence.

5. COMING INTO FORCE

- 5.1 This agreement will come into force when signed by both parties.

6. AMOUNT OF CONTRACT

- 6.1 The rate for **Dr Fichani** services shall be **P1, 343.00** this rate covers consultancy services for the Updating of CUT 3 Closure Plan to FS level of detail in line with IDM 2022 and AA Mine Closure and Socio-Economic Assessment Tool, whose deliverables, inputs (BWP/hr) and equivalent fees are indicated in Table 1 below.

Table 1: Fees for the Specialist

Description of Work to Be Done	Hrs	PPDAB recommended Rate 2018 (BWP/Hr)	Cost
1. Define the approach or methodology that we would apply in the review of the current Cut 3 Feasibility Level Mine Closure Study,	nil	1,343	0.00
2. Carry out research to establish the current best practices in the rehabilitation and reclamation of coal mining sites especially coal rejects stockpile and grounds where stockpiles were sited.	40	1,343	53,720.00

Carry out research to identify alternative economic uses of coal in collaboration with the mining and process functions, for the ECONOMIC EXPLOITATION of coal			
3. Conduct a techno-economic evaluation of above options. The process should be comprehensive enough to include identification, elimination and prioritization (a pre-feasibility analysis of the above opportunities to enable costing (Closure cost estimation) and establishment of Key Performance Indicators) and recommend the most feasible alternative uses.	24	1,343	32,232.00
4. A technical report including all of the above items as well as the following headings: defining the closure criteria for coal deposits; closure risks of coal storage; KPIs and measures in line with SSD Design criteria, and revised closure criteria for final disposal of coal. The report will also cover economic exploitation of coal analysis as well as prioritized options.	40	1,343	53,720.00
Total	104	1,343	139,672.00
Final Fee Quotation for the Mining Programme			P139,672.00

7. INVOICING AND PAYMENT

- 7.1 The costs of services will be invoiced to GEOFLUX and will be as indicated above. The invoice will be made at the time of submission of the client deliverable as indicated in the project schedule or communicated by the Project Manager.
- 7.2 The costs of services will be invoiced to GEOFLUX according to the schedule in Table 1. Payments will only be due where **Dr K. Fichani** has made meaningful and recognizable contribution to the reporting or deliverable stage, as per the project plan.
- 7.3 Amounts due to **Dr K. Fichani** shall be paid after receipt of payment from the Client.
- 7.4 If Geoflux contests any item or part of an item in an invoice submitted by **Dr K. Fichani**, Geoflux shall give notice within seven days of receipt of the invoice, stating reasons for the contention. Geoflux shall not delay payment on the remainder of the invoice.

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8. INSURANCE AND RESPONSIBILITY

- 8.1 Each party will insure itself against any damage resulting from carrying out this contract.

9. SECRECY, CONFIDENTIALITY

- 9.1 Data, information and documents obtained or produced during the performance of this agreement shall not be disclosed without prior agreement of GEOFLUX for a period of 12 months following the end of the respective engagement.
- 9.2 Any information privy to you by virtue of your involvement in this project should be used solely for the project and all reports made available to you should be returned once required information has been obtained.

10. FAILURE TO DELIVER – Dr K. Fichani

- 10.1 This agreement is entered into with the understanding that each party will provide service diligently, competently and with professional care commensurate with the expected standards of the profession. This will be reflected in the quality of work submitted and its timely submission. The deliverables must be relevant to the engagement objectives and appropriate to the situation as peculiar to the engagement.
- 10.2 GEOFLUX reserves the right to cancel this agreement with **Dr K. Fichani** or his replacement in instances where work is not submitted timely and/or is of inferior or of substandard nature. GEOFLUX has the right to engage the services of another expert where nonperformance by **Dr K. Fichani** or his replacement threatens successful project execution and/or reputation of GEOFLUX.
- 10.3 GEOFLUX will not pay for work that is of inferior quality or substandard and is rejected by the Clients. GEOFLUX reserves the right to exclude (where applicable) aspects that it believes are not relevant to the specific deliverable or the study. GEOFLUX will not pay for aspects of work that are not relevant to the specific deliverable or the study.
- 10.4 **Dr. K. Fichani** must carry out the work entrusted to him in the highest possible professionalism and standards.

11. SETTLEMENT OF DISPUTE AND GOVERNING LAW

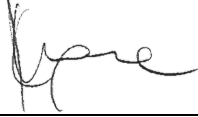
- 11.1 Any dispute between the parties to this contract arising in relation to issues of performance or execution of the work will be solved amicably. If no agreement is reached the case will be submitted to the courts of Botswana.

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11.2 The governing law is the law of Botswana.

SIGNED



For/Geoflux (Pty) Ltd

28 February 2024

Date



Witness

28 February 2024

Date



Dr K. Fichani

28/02/2024

Date



Witness

28/02/2024

Date