



MEMORANDUM OF UNDERSTANDING

BETWEEN

RPC (TARIME-RORYA SPECIAL POLICE ZONE) and successors

TANZANIA POLICE FORCE, COMMUNITY POLICING UNIT (PHQ)

AND

NORTH MARA GOLD MINE LIMITED

Concerning

PROVISION OF ASSISTANCE IN PROVIDING COMMUNITY POLICING SERVICES
AND MAINTAIN LAW AND ORDER IN AND AROUND NORTH MARA GOLD MINE.

August, 2014

Document Controller:

Date:

WHEREAS, the Tanzania Police Force (and together with the RPC of (Tarime-Rorya Special Police Zone) , the “Police” is an organ of the United Republic of Tanzania vested with the responsibility of among others, ensuring public security, safety and protection of both life and property of all inhabitants, to reduce the impact of crime on the inhabitants of community through investigation, apprehension and adjudication of persons involved in criminal offence, and involving the community with in the policing process required to prevent crime, to solve crimes and to create an environment that builds an effective working relationship between the community and the Tanzania Police Force;

AND WHEREAS North Mara Gold Mine Limited (the “Company”) is a company registered and existing under the laws of the United Republic of Tanzania with its registered office at Plot 1736 Kahama Road/ Hamza Aziz Road Msasani Peninsula, P.O Box 1081 Dar es Salaam, Tanzania, a subsidiary of African Barrick Gold plc incorporated in the United Kingdom (“ABG”), and operates in Mara Region in the United Republic of Tanzania and wishes to support outcomes consistent with its Corporate Social Responsibility Charter and will offer reasonable support to various social and legal establishments in achieving their goals;

Purpose:

Given that the Mine Site is located in a remote area of the United Republic of Tanzania without adequate public infrastructure; and given limited resources of the Police and the Police’s stated desire to strengthen the capacity of the community to prevent and solve crime and of the Tanzania Police Force to work with community, the company intends to support the police, on a voluntary basis, with reasonable monetary and in-kind support, solely in its responsibility of maintaining law and order in and around the Mine Site and developing community policing capacity around or servicing the Mine Site.

The Tanzania Police Force is committed broadly to implementing the initiatives contained within Tanzania Police Force Reform Programme (TPFRP) Medium Term Strategy 2009 / 10 – 2013/14 Volume 1 and this MOU is consistent with the objectives stated therein (A) to strengthen the capacity of the community to prevent and solve crime and (B) to Strengthen the capacity of the Tanzania Police Force to work with the community.

Guidelines:

The company is an indirect subsidiary of ABG, and is required to abide by social responsibility principles, legal obligations, policies and guidelines of ABG within all applicable jurisdictions. Specific examples of such obligations or guidelines are the Voluntary Principles on Security and Human Rights, the Foreign Corrupt Practices Act (United States of America) and the Bribery Act 2010 (United Kingdom). In providing this support, the company will be guided by these principles.

1. PROVISION OF ASSISTANCE IN COMMUNITY POLICING SERVICES AND MAINTENANCE OF LAW AND ORDER IN AND AROUND THE MINE SITE

- 1.1 The Police and the Company agree to work together in support of the provision of community policing services through the Tanzania Police Community Policing Unit and other policing and security initiatives in and around the Mine Site as follows:
- 1.1.1 The company will provide the Police with required assistance as specified within this Memorandum of Understanding (this “MoU”), and the police will provide community policing services and maintain law and order in and around Mine Site.
 - 1.1.2 Unless requested by ABG through the ABG Regional Security Manager, or if unavailable, the Mine Site Security Manager, it is agreed that all security services provided by police shall be outside the perimeter of the Mine Site compound and drilling locations and shall be focused on providing a service to improve the law and order in the area.
 - 1.1.3 The Police shall deploy policing resources as deemed fit by the relevant Regional Police Commander responsible for the region in which the Mine Site is situated (the “RPC of each region”), utilizing such resources that are available to the RPC.
 - 1.1.4 All Police personnel receiving support as detailed in this MoU shall, in discharging their responsibilities, comply with all relevant laws of Tanzania, as well as relevant directives, by-laws and regulations including use of only minimum force necessary to control any violent situation in accordance with said laws of the United Republic of Tanzania (including The Penal Code, The Criminal Procedure Act, The Police General Orders, and any other relevant legislation), as well as the Voluntary Principles on Security and Human Rights (http://www.voluntaryprinciples.org/file/voluntary_principles.pdf) the United Nations Basic Principles on the Use of Force and Firearms by Law Enforcement Officials (http://www.unhchr.ch/html/menu3/b/h_comp43.htm) (jointly, “International Law Enforcement Principles”)

- 1.1.5 The Police shall assign officers to the Mine Site who have received training by Police or others in relation to the principles and who have not been subjected to credible allegations or violation of International Law Enforcement Principles or other laws.
- 1.1.6 Whenever Police Officers enter the Mine Site compound, they shall observe the laws, rules and regulations of Tanzania, Company Security and Safety Policies and Procedures as well as other ABG guidelines to be provided to the police point of contact (as identified below), and International Law Enforcement Principles.
- 1.1.7 Both the Police and any individual officers who may be the recipient of support contemplated in the MoU are authorized to accept directly the support identified herein.
- 1.1.8 Before support is provided by Company, the Police shall provide, on a daily basis or periodically as shall be determined by the parties, a written name list of the name and service number of each officer assigned to and serving the Mine Site under this MOU. No support shall be provided to officers who are not listed on the formal roster for any given period as provided by the police.
- 1.1.9 The Police shall provide the company with any additional information as may reasonably be requested by the company to verify receipt of support, the proper recipient of support, or any other matter necessary or appropriate to verify use of the support for the intended purpose and to allow for proper and accurate recording in the accounts of company.
- 1.1.10 The officers of the Police posted to the Mine Site act under the orders of their hierarchical Police Officers, who will be responsible for (a) Supervision and discipline, (b) selecting personnel to be posted to the Mine Site, and (c) issuing assignments to individual Police Officers, in coordination with the Mine Site Security Manager (or his designate). The officers posted to the Mine Site shall be, and shall be deemed to be, duly selected and approved for assignment by Police.
- 1.1.11 In the event of death or disability to any Police personnel while assigned to the Mine Site, the Police shall indemnify and hold harmless the Company from and against all claims by the said Police personnel or his/her family and dependents including, without limitation, claims under the provision of the Worker's Compensation Act or any other relevant law at the time. This shall not limit or hinder police personnel in the exercise of rights from his employer (Ministry of Home Affairs), as may be applicable.

- 1.2 Nothing in the Memorandum of Understanding is intended or shall be construed to establish any employment, agency, or joint venture relationship between the Police or any Police officers on the one hand, and the Company or ABG on the other hand, under Tanzanian Labour Laws, Tanzanian Tax Laws or any other law.
- 1.3 In case of any complaint against any Police officer assigned to the Mine Site, whether submitted by the Company or any third party, the Police shall fully investigate and resolve the issue according to the established Police procedures, and any officer(s) or individual(s) under investigation shall be suspended or removed from the Mine Site, and the ABG Regional Security Manager and ABG General Counsel shall be notified, and a formal notification to the ABG Regional Security Manager and ABG General Counsel of the outcome of the investigation and steps taken should be made.
- 1.4 The Company shall have the right to suggest to the Police administration to remove a particular Police officer from the Mine Site if it has reasonable grounds to believe that the particular Police officer is in breach of the requirements of this MOU or otherwise jeopardizing the common efforts of the police and the Company to maintain law and order in and around the Mine Site.

2. SUPPORT BY THE COMPANY

- 2.1 The Company shall provide fuel for Police motor vehicles on an in-kind basis, solely for use in connection with the assistance provided by the Police at, or in the immediate area of, the Mine Site. Any and all fuel provided shall be recorded in a log to be retained by the Mine Site Security Manager or any designated person if there is no Security Manager on site.
- 2.2 In order to assist the Police to effectively carry out their duties in and around the Mine Site, the Company will provide monetary support in the form of per diems in accordance with published government procedures and per diem rates. Only Police officers who have been designated and listed in the roster as working at the Mine Site (or around the Mine Site), and introduced to the Mine Security Manager or his/her designate, are eligible to receive per diems.

Each approved Police officer shall be required to sign, in person, a receipt for his or her per diem payment. No payments will be made outside of the approved payment process. Payments shall be provided in accordance with written procedures issued by the ABG Regional Security Manager. The Company shall maintain a list of names of Police officers working on Mine Site, which may be used as the sign off sheet for proper payment of per diems to Police officers on the Mine Site.

- 2.3 Accommodation and meals (breakfast, lunch and dinner) may be provided on an in-kind basis for Police officers assigned to supporting activities in providing law and order in and around the Mine Site on an ad-hoc basis, or as and when the situation requires it, and with the approval of the Mine Site Security Manager.
- 2.4 Only Police officers who have been designated and listed in the roster as working at the Mine Site (or around the Mine Site) are eligible for accommodation and meals. The Mine Site Manager will maintain a log recording the individual recipients of meals and accommodations and the period of time for which such support is provided as part of the accommodations. No accommodations or meals will be provided outside of this approved process.
- 2.5 In order to support the services that a limited group of officers provide to the Company from their local or home offices, where that work is provided in addition to the officer's regular official duties and requires the officer to work additional hours, the RPC and PHQ require that the Company shall compensate the RPC and PHQ in the amount of 30,000 TZS per day for this time in the form of extra duty allowance. The RPC and PHQ direct that the Company will pay this extra duty allowance directly to the individual officers that provide the support to the Mine. These payments are made in recognition that the work these officers provide to the Company from their local or home offices is extra, or "overtime," work performed in addition to their normal government duties. Activities sponsored by the extra duty allowance typically include attending attending conferences, meetings, and stakeholder events with various police agencies, including Police Headquarters in Dar es Salaam.

The RPC and PHQ further commit to provide the following documentation prior to the payment of this extra duty allowance: (a) an official agency letter requesting that the officer receive extra duty allowance from the Company for a specific period of time and (b) a description of the services provided by the officer to the Company during the period for which he is requesting the extra duty allowance. The requesting government agency must present this documentation, each of which bears the signature of the officer's supervisor, to the Company on each occasion it requests an extra duty allowance before the Company may make the payment. After the Company has reviewed and approved the request, it will remit the extra duty allowance in the form of a cheque made out to the individual officer performing the services.

The five (5) officers who are currently entitled to receive extra duty allowance from the Company include:

1. Lazaro Benedict Nambosassa (RPC)
2. Simon Marwa (OCD)

2. Sweetbert Njewike (RPC)
3. Salum Ndalama (RCO)
4. Canute Msacky (FFU Commanding Officer)

Should the RPC or PHQ wish to substitute an individual officer into the above list of five officers entitled to extra duty allowance payments, that government agency must submit the officer's name along with a description of the duties the officer will generally perform while not working on or near the Mine Site in support of the services described under this Agreement. The number of officers entitled to receive extra duty allowance shall not exceed five (5) at any given time.

- 2.6 In case of serious injury while on duty at the Mine Site and providing assistance in maintaining law and order directly at the Mine Site, the Company agrees to provide reasonable medical treatment on site or emergency medical treatment elsewhere in Tanzania. In case of death while on duty at the Mine Site and providing assistance in maintaining law and order directly at the Mine Site, the Company agrees to provide reasonable assistance for funeral expenses as approved by the ABG Regional Security Manager and ABG General Counsel.
- 2.7 A specific schedule detailing the monetary support (including per diems and any other type of monetary support) and in-kind support (including accommodations, meals, vehicles, fuel and any administrative support) to be provided under this MoU shall be developed and agreed upon by the ABG Regional Security Manager and the RPC, and included as Annex "A" to this MoU. This schedule will include the specific amounts and types of support to be provided. This schedule may be amended, and as amended shall become effective upon the agreement of the Company and ABG Regional Security Manager and ABG General Counsel to make such changes and the Police authorization for receipt of such changes, both of which shall be evidenced by a written and duly authorized signed instrument.
- 2.8 All requests for support to the Police other than as provided in this MoU must be requested in writing, directed to, and approved by the ABG Regional Security Manager and ABG General Counsel
- 2.9 The monetary and in-kind support is not being provided in connection with, in furtherance of, or conditioned on any specific assignment the Police may undertake when deployed to the Mine Site or surrounding area. In providing support to the Police, the Company and the Mine Site have no authority to supervise, direct, or control any mission, assignment, or function of the Police or any member thereof. However, to maximize protection and responsiveness to security concerns, the Company shall always be in coordination, cooperation, and

communication with the Police regarding security and safety issues, including human rights. The Company shall have the right to refuse any individual Police personnel that fail to meet the standards set forth in this MoU.

- 2.10 None of the support the company provides shall be used to obtain any weapon or weaponry (lethal or non-lethal), or any form of lethal equipment or gear or for any purpose other than as set out in the MoU. The Company may unilaterally apply other conditions or limitations on provision of any support contemplated by this MoU. Any such additional conditions or limitations shall be conveyed by the ABG Regional Security Manager, in writing, and directed to the Police point of contact as indicated below.
- 2.11 In case of any criminal incident, or any impending criminal incident at or around the Mine Site of which the Police became aware or in which the Police takes any action, the Police shall formally report the incident in writing to the Company as soon as possible. The Company may request any such additional information it may require and the Police shall provide such information as requested.
- 2.12 The Company shall maintain all records relating to the above-mentioned support (notably any receipts obtained from the persons benefiting from per diem or other payments permitted under this MoU) and shall make them (or other information reasonably requested) available to the Police or to any other relevant and duly authorized public authority, which may consult them at the Mine Site, upon reasonable notice.
- 2.13 None of the support identified in this MoU creates any private right of action against the Company or ABG by the Police or any police officer, including in connection with any legal duty of care related to the provision of support.
- 2.14 The ABG point of contact for all complaints or issues regarding this MoU is the ABG Regional Security Manager or such other person as may be nominated by the ABG Chief Operating Officer.
- 2.15 The Police point of contact for all complaints or issues regarding this MoU is the Commissioner of Operations or such other person as may be nominated by the Inspector General of Police.
- 2.16 A formal “minuted” meeting shall take place a minimum of once per month between the ABG point of contact (or designate) and the Police point of contact (or designate). All meetings shall be telephonic, unless expressly agreed by the ABG Regional Security manager. To the extent travel is required by the Police point of contact (or designate) for any meeting, the company will provide reasonable travel support, on an in-kind basis whenever

possible, and in a manner and pursuant to procedures to be determined by the ABG Regional Security Manager. Prior to each meeting, the ABG Regional Security Manager shall provide an agenda of issues to be discussed to participating parties. Minutes of this meeting shall be kept by the ABG Regional Security Manager.

- 2.17 Disputes regarding this MoU, which remains unresolved after 30 days of being raised by either of the Police point of contact or ABG point of contact, shall be referred to such points of contacts to the Inspector General of Police and to the ABG General Counsel and ABG Regional Security Manager.

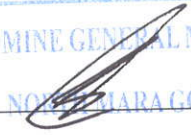
3. COMMENCEMENT OF THE MEMORANDUM OF UNDERSTANDING.

- 3.1 This MOU shall commence on 1st August, 2014 and shall terminate on 1st April 2016.
- 3.2 Any revision, amendment, or further clarification of this MOU shall be done in writing, with the agreement of the parties.
- 3.3 All support provided under this MOU shall be open and transparent, and the Company, ABG and the Police can disclose information regarding such support, as well as this memorandum of Understanding, to regulatory or other authorities of any country having jurisdiction over its affairs, and to any other third party.
- 3.4 The Company may terminate its voluntary support at any time with a prior notice of three working days. The company shall automatically terminate its support if the support is determined to be in violation of any law applicable to the Company or ABG or that such support could subject the Company or ABG to any sanction or penalty under any such law.


IN WITNESS; whereof the parties hereto have duly executed and delivered this MoU as of the date first above written.

Signed for and on behalf of:

NORTH MARA GOLD MINE LIMITED

By: 
Name: Gary Chapman
Title: General Manager
Date: 13/8/14

Witnessed by:

By: 
Name: _____
Title: Kobus Hough
Security Manager
Date: 13/08/2014

TANZANIA POLICE FORCE

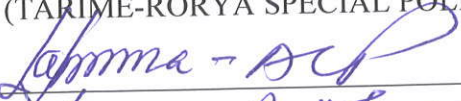
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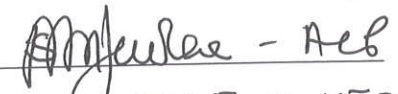
By: _____
Name: _____
Title: _____
Date: _____

Acknowledged and agreed by:

RPC (TARIME-RORYA SPECIAL POLICE ZONE)

By: 
Name: LAZARO B. TAMBASASA
Title: RPC
Date: 12TH/08/2014.

Witnessed by:

By: 
Name: SWEETBERT M. NJEWIKE
Title: STAFF OFFICER 1
Date: 12TH. 08. 2014

**REGIONAL POLICE COMMENDER
TARIME RORYA.**

**For. REGIONAL POLICE COMMENDER
TARIME RORYA.**

ANNEX – A

**SCHEDULE OF MONETARY AND IN-KIND SUPPORT
TO BE PROVIDED BY THE COMPANY**

The Company shall provide the following specific support in accordance with MoU for:

1. One hundred and four (104) Police Officers from Nyamongo and/or Tarime/Nyamwaga area on a regular basis and additional police officers as and when required due to emergency situations for patrolling outside of the immediate mine property and haul road areas;
2. Six (6) Traffic Police Officers for assisting the mine with traffic control at the haul road/village intersections; and
3. Five (5) Officers occasionally provide services while not on or near the mine site to support the services contemplated under this MoU.
 - A. Monetary support in the form of per diems in accordance with published government procedures and per diem rates;
 - B. Monetary support to the government agency in the form of extra duty allowance in accordance with government requirements;
 - C. Fuel for Police vehicle as required for patrolling at or in the immediate area of the Mine Site;
 - D. General maintenance for Police vehicles as per approved list by the General Manager. The RPC to provide a list of vehicle that are deployed under the MoU for approval to the mine General Manager for approval, any changes should be in writing from the RPC.
 - E. Periodic transport support to Police of trespassers apprehended in and around the Mine Site; (NM recommended not to be an ABG vehicle).
 - F. Accommodation and meals for up to one hundred and ten (110) Police personal; and
 - G. Such other support as permitted under and requested in accordance with the MoU.

H. Maintain and supply fuel for Nyamongo Police station and Nyamongo FFU House.

I. Any additional special operational plan requests for support from the RPC should be approved by the Commissioner of Operations, Police Head Quarters in writing before the request is handed over to North Mara Mine for assistance.

The above will form the basis of any monetary and in kind support provide by the Company and any additions or amendments to this agreement are to be approved prior to considering or approval.

ANNEX - B

SCHEDULE OF MONETARY AND IN-KIND SUPPORT

RELATING TO NATIONAL TASK FORCE ACTIVITY ON BEHALF OF THE COMPANY

The Company shall provide the following specific support in accordance with the MoU for:

- A. As appropriate to the assistance requested by the company, the provision of vehicles to conduct the said activity;
- B. Fuel for the said vehicles either provided at the Company's sites or from commercial outlets and to be used in conjunction with the Company's Requests for Assistance;
- C. Maintenance of the aforementioned vehicle (s);
- D. Such other support as permitted under and requested in accordance with the MoU.

The above will form the basis of any monetary and in kind support provided by the Company and any additions or amendments to this agreement are to be approved prior to considering or approval