

PURCHASE ORDER (TEMPORARY PERSONNEL RECRUITMENT) STANDARD TERMS AND CONDITIONS

Terms and Conditions for the Supply of Temporary Personnel Recruitment Services under Purchase Order without Formal Agreement

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Prepared by:	General Counsel	Document Status:	Uncontrolled
Approved by:	Company Secretary	Review Date:	14/08/2019
		Approver's Signature:	Liza Carpene

Document No:	NSR-FIN-040-STA
Revision No:	1
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Terms and Conditions for the Supply of Temporary Personnel Recruitment Services (“Conditions”)

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

The meanings of the terms used in these Conditions are set out below:

“**Affected Party**” has the meaning specified in Condition 15.1.

“**Agreement**” means the Purchase Order, any document expressly incorporated by reference on the Purchase Order such as a letter agreeing special conditions, these Conditions and the Policies.

“**Australian Standard**” means an Australian standard published by Standards Australia Limited ACN 087 326 690 or any successor.

“**Authorisation**” means any approval, agreement, certificate, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisaton, permit, registration, waiver, compliance report or environmental consent from any Authority or required under and Law and includes any variation or renewal to any of them.

“**Authority**” means any court or any local, state or federal government, statutory or public authority, instrumentality or body or any other person having jurisdiction over the provision of the Services or the Site.

“**Claim**” means any claim, action, suit, demand, proceeding, notice, litigation, investigation or judgment of any nature, whether actual or threatened:

- a) under, arising out of or in any way in connection with the Agreement;
- b) arising out of, or in any way connected with the obligations of the Supplier;
- c) arising under any Law.

“**Conditions**” means these purchase order terms and conditions.

“**Confidential Information**” means communications between the Parties, the terms of the Agreement and any information that concerns the business, operations, finances, plans of a Party and/or any Related Body Corporate and is disclosed to or acquired by the other Party and which:

- a) is by its nature confidential;
- b) is designated by the Party as confidential; or
- c) the other Party knows or ought to know is confidential,

but does not include information which:

- a) is or becomes public knowledge other than by a breach of the Agreement;
- b) is in the possession of the other Party without restriction in relation to disclosure on or before the date on which it is disclosed to or acquired by the other Party; or
- c) has been independently developed or acquired by the other Party.

“**Delivery Date**” means the date specified in the Purchase Order, being the Duties Commencement Date.

“**Delivery Point**” means the location where the Temporary Personnel is to perform the Duties.

“**Duties**” means the duties assigned by Northern Star to be performed by the Temporary Personnel for Northern Star.

“**Duties Commencement Date**” means the date when the Temporary Personnel commence performance of the Duties, which is taken to be the earlier of:

- a) the Temporary Personnel first attending the designated airport for a flight to Site, where the Temporary Personnel is designated fly in fly out; or

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- b) the Temporary Personnel first attending Site to commence Northern Star inductions for performance of the Duties.

“Force Majeure” means any event or circumstance beyond the control of the Party affected by that event or circumstance or both which could not reasonably have been foreseen at any time of entering into the Agreement and which could not reasonably have been provided against, prevented or overcome by the Party affected, including without limitation any:

- a) act of God;
- b) act of the public enemy, war (declared or undeclared) blockade, revolution, riot, insurrection, civil commotion, hostility;
- c) lightning, fire, storm, flood, earthquake, inclement weather, perils of navigation;
- d) quarantine restriction or epidemic;
- e) accident, explosion, breakage;

but does not include:

- a) strike, lockout, ban or limitation of work or other industrial disturbance (if the Affected Party is a party to it or would be able to influence a settlement thereof);
- b) wet weather;
- c) lack of, or inability to use funds, for any reason;
- d) unavailability of required Personnel to perform Duties as Temporary Personnel;
- e) any occurrence which results from the wrongful or negligent act or omission of the Affected Party or the failure of the Affected Party to act in a prudent and proper manner and in accordance with Good Operating Practices;
- f) any event or circumstance where the event of circumstance or its effects on the Affected Party or the resulting inability of the Affected Party to perform its obligations, could have been prevented, overcome or remedied by the exercise standard of care and diligence by the Affected Party consistent with that of a reasonable and prudent person in their position or through the due and proper performance by the Party's obligations under the Agreement.

“Formal Agreement” means the formal agreement (if any) for the provision of or services and which has been entered into by the Parties.

“Good Operating Practices” means:

- a) the exercise of that degree of diligence, competence, prudence and foresight reasonably and ordinarily expected from a reputable, prudent, skilled and experienced professional engaged in providing services similar to the Supplier's obligations under the Agreement;
- b) compliance with Australian Standards, other industry accepted standards and codes applicable to the provision of the Services; and
- c) compliance with applicable Laws.

“Gross Negligence or Wilful Misconduct” means any act or omission which was wilful or which was done or omitted to be done with reckless disregard for its foreseeable and harmful consequences.

“GST” has the same meaning as given to that term under the GST Act.

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999.

“Input Tax Credit” has the meaning it has in the GST Act.

“Insolvency Event” means the happening of any of the following events in relation to the Supplier:

- a) the Supplier makes an assignment for the benefit of or enters into any arrangement, scheme or composition with creditors;
- b) if the Supplier is a company:

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- (i) the Supplier is unable to pay all its debts as and when they become due and payable or has failed to comply with a statutory demand as provided in section 459F of the Corporations Act, or it is deemed to be unable to pay its debts under section 585 of the Corporations Act;
 - (ii) an order is made, or a resolution is passed, or a meeting is convened for the purposes of considering a resolution, for the appointment of a provisional liquidator, a liquidator or an administrator to the Supplier;
 - (iii) an application is made, a resolution is passed or a meeting is called for the purposes of considering a resolution for the Supplier to be wound up;
 - (iv) the appointment of a controller (as defined in section 9 of the Corporations Act) of any of the Supplier's assets;
 - (v) the Supplier proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them, including a deed of company arrangement; or
 - (vi) the Supplier becomes insolvent or under administration, as defined in section 9 of the Corporations Act;
- c) if the Supplier is an individual, the Supplier becomes bankrupt, admits in writing the inability to pay debts, commits an act of bankruptcy or brings their estate within the operation of any law relating to bankruptcy;
- d) an investigation is commenced under the Corporations Act against the Supplier;
- e) an execution or similar process is made by creditors, debenture holders or trustees or under a general security agreement.

"Insurance Amount" means for:

- a) Public liability insurance, providing coverage with a limit of liability of not less than \$10 million for each and every occurrence;
- b) Product liability insurance, providing coverage with a limit of liability of not less than \$10 million for each and every occurrence and in the aggregate during any one period of insurance;
- c) Motor vehicle insurance, covering all mechanically propelled vehicles that are registered, for road use and are at any time used by the Supplier in connection with these Conditions, including:
 - (i) insurance that is compulsory under applicable Laws governing the use of motor vehicles and liability for personal injury or death; and
 - (ii) liability insurance for third party property damage with a sum insurance of not less than \$20 million per occurrence;
- d) professional indemnity insurance (where the provision of Services include professional services in relation to which professional indemnity insurance is commonly taken out), providing coverage for at least \$2 million in relation to each occurrence and in the aggregate during any one period of insurance written on a 'claims made' basis.

"Insurance Company" means a public insurance company authorised to operate as an insurance company under any applicable statute from time to time in force.

"Intellectual Property" means all intellectual property rights existing anywhere in the world, including any patent, design right, copyright, trade mark, protected circuit layout, trade secret, Confidential Information, or other right whether existing under statute, at common law, in equity or otherwise.

"Law" means all applicable present and future laws including:

- a) all acts, regulations, ordinances, by-laws, orders, awards, proclamations of the jurisdiction of the State of Western Australia or the Commonwealth of Australia;
- b) authorisations;
- c) principles of law or equity;
- d) standards, codes and guidelines; and
- e) fees, rates, taxes, levies, charges payable regarding the things referred to in the previous paragraphs of this definition.

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“Liability” means all liabilities, losses, death, injury, legal action, Claims, damages, outgoings, costs and expenses of whatever description and whether present, unascertained, contingent or prospective, including costs actually payable to its legal representatives (on a full indemnity basis).

“Northern Star” means Northern Star Resources Limited (ACN 092 832 892) or the Northern Star wholly owned subsidiary detailed in the Purchase Order and includes its successors and permitted assigns.

“Northern Star’s Indemnified Parties” means any of Northern Star’s Personnel, Related Bodies Corporate and Personnel of any Related Bodies Corporate of Northern Star.

“Party” means Northern Star or the Supplier according to the context.

“Parties” mean Northern Star and the Supplier.

“Personnel” means the directors, officers, employees, contractors and/or agents of the Supplier or Northern Star, as the context requires, including the Temporary Personnel supplied by the Supplier to Northern Star in the delivery of the Services.

“Policies” means Northern Star’s policies, procedures and codes of conduct in place from time to time as publicised on the Northern Star website or included in the Temporary Personnel’s inductions before and during performance of the Duties.

“Price” means the amount payable by Northern Star to the Supplier detailed in the Purchase Order which shall take into account all the overheads and expenses of the Supplier in relation to advertising, medical examinations, the costs of any National Police Checking Service clearances provided by the Chamber of Minerals and Energy or similar provider, travel costs for interviews, the costs of Site visit flights and accommodations by the Supplier to conduct safety and procedure audits at Site, in relation to the Agreement, where reimbursement is not charged separately under these Conditions.

“Purchase Order” means the purchase order for Services which has been issued by Northern Star to the Supplier and to which these Conditions are applicable.

“Related Body Corporate” means a body corporate that is a holding company of another body corporate, a subsidiary of another body corporate or a subsidiary of a holding company of another body corporate. A body corporate is a subsidiary of a holding company or another company if the company controls the composition of the subsidiaries board or controls directly or indirectly more than one half of the voting shares in the subsidiary.

“Services” means the recruitment services provided by the Supplier to source Temporary Personnel for the roles at Northern Star described in the Purchase Order for performance of Duties from the Duties Commencement Date.

“Site” means the site/premises from which Northern Star conducts its business and specified in the Purchase Order, including Northern Star’s Perth office.

“Supplier” means the person, company or entity detailed in the Purchase Order who will provide the Services to Northern Star in accordance with the terms of the Agreement.

“Tax Invoice” has the meaning it has in the GST Act.

“Taxation Authority” means the relevant taxation and revenue authority which has jurisdiction over the provision of the Services.

“Taxes” means any tax, levy, charge, customs duty, excise, impost, fee, deduction, compulsory loan or withholding, that is assessed, levied, imposed or collected by any governmental agency and includes any interest, fine, penalty, charge, fee or any other amount imposed on, or for any of the above.

“Temporary Personnel” means either:

- a) individuals who are employed by the Supplier, or
- b) individuals who are not employed by the Supplier but are contracted to the Supplier; and
- c) who are contracted by the Supplier to Northern Star for the roles at Northern Star as described in the Purchase Order, on a temporary basis from the Duties Commencement Date.

“Variation” means a change in any part of the Supplier’s obligations to provide Services but does not include any change in the Supplier’s obligations under the Agreement arising from:

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- a) a reasonable direction made by Northern Star regarding the Supplier's performance of its existing obligations under the Agreement;
- b) any change in Law; or
- c) any matters expressed to be at the Supplier's own cost.

1.2 Interpretation

In interpreting, unless the context otherwise requires:

- a) headings are for convenience only and do not affect the interpretation of the Conditions;
- b) words importing the singular include the plural and vice versa;
- c) words importing a gender include any gender;
- d) other parts of speech and grammatical forms of a word or phrase defined in the Agreement have a corresponding meaning in these Conditions;
- e) including and similar expressions are not words of limitation;
- f) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental department or agency and vice versa;
- g) an obligation or liability assumed by, or a right conferred on, 2 more parties binds and benefits all of them jointly and each of them severally;
- h) a reference to a Condition, party or schedule is a reference to a Condition of, and a party and schedule to these Conditions;
- i) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- j) reference to an amount of money is a reference to Australian Dollars;
- k) a reference to a party includes that party's successors and permitted assigns;
- l) no provision of these Conditions will be construed adversely to a party solely on the ground that the party was responsible for the preparation of these Conditions or that provision;
- m) if the day on or by which a person must do something under the Agreement is not a business day, the person must do it on or by the next business day.

1.3 Order of Precedence

- a) If there is any inconsistency or ambiguity between the documents comprising the Agreement, the documents shall be read in the following order of priority to the extent of any inconsistency or ambiguity:
 - (i) these Conditions;
 - (ii) the Policies;
 - (iii) the Purchase Order; and
 - (iv) any special conditions which are expressly incorporated by reference in the Purchase Order.
- b) If a Formal Agreement has been entered into by Northern Star and the Supplier, the terms of the Formal Agreement will prevail over the Agreement to the extent of any inconsistency or ambiguity.

1.4 Exclusion of Supplier's Terms and Conditions

If any of the Supplier's terms and conditions are supplied to Northern Star at any point in time regarding the Services prior to or following the issue of a Purchase Order by Northern Star, the Supplier's terms and conditions will be of no legal effect and are not incorporated into the Agreement unless the variation provisions of the Agreement are complied with.

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2. ENGAGEMENT

2.1 Engagement of Supplier

Northern Star appoints the Supplier to supply the Services to Northern Star in accordance with the Agreement for the Price, on and from the Duties Commencement Date.

2.2 Application

If any Services are provided to Northern Star before a Purchase Order is issued to the Supplier by Northern Star, these Conditions bind the Supplier immediately.

2.3 Nature of Relationship

- a) The Agreement does not confer any exclusivity on the Supplier with respect to the provision of the Services.
- b) The Supplier is engaged as an independent contractor and nothing constitutes the Supplier or the Supplier's Personnel (or, for the avoidance of doubt, the Temporary Personnel) as an employee, agent, partner, representative or joint venturer of Northern Star.
- c) The Supplier and the Supplier's Personnel:
 - (i) must not engage in any negotiations or discussions on behalf of Northern Star; and
 - (ii) do not have any authority to incur, and must not incur, any obligation on Northern Star's behalf, except with and to the extent of the prior express written authority of Northern Star.
- d) The Supplier acknowledges:
 - (i) Northern Star may be contracting in its capacity as agent for a Related Body Corporate of Northern Star; and
 - (ii) reference to Northern Star includes its authorised officers and employees.
- e) The Supplier confirms that any person from or representing the Supplier or who corresponds or liaises with Northern Star on the Supplier's behalf is deemed to have authority to act on the Supplier's behalf and is capable of binding the Supplier.

3. PROVISION OF TEMPORARY PERSONNEL

3.1 Obligations of the Supplier

The Supplier will during the term of the Agreement:

- a) provide the Services in accordance with the terms of the Agreement, by providing Temporary Personnel from time to time in accordance with Northern Star's written instructions, using Good Operating Practices and in compliance with the lawful and reasonable directions and orders given by Northern Star and its Personnel.
- b) only supply Temporary Personnel who:
 - (i) satisfy Northern Star's requirements, including references, pre-employment medical checks (where required, at Northern Star's expense), eligibility to work in Australia, training and competences (as required and specified by Northern Star), a current National Police Checking Service clearance provided by the Chamber of Minerals and Energy or similar provider (at Northern Star's expense);
 - (ii) Northern Star is satisfied have the appropriate professional or trade qualifications for the job description or classification designated by Northern Star on the Purchase Order, and where any different Duties are subsequently required and specified by Northern Star to be performed by the Temporary Personnel, the Temporary Personnel must have the appropriate professional or trade qualifications for the job description;
 - (iii) Northern Star is satisfied have been trained in safe work practices, skilled and experienced in the trades and professions, as specified by Northern Star, for which they are engaged to perform the Duties, before commencing performance of the Duties for Northern Star;
 - (iv) are prepared to comply with the Policies; and

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- (v) satisfactorily complete Northern Star inductions and additional training at Northern Star's expense as required by Northern Star for performance of the Duties, from time to time;
- c) remove or have removed immediately from any Site any Temporary Personnel who cease to be acceptable to Northern Star for any reason;
- d) where requested by Northern Star, provide alternative Temporary Personnel acceptable to Northern Star to ensure there is no interruption to the supply of Temporary Personnel in the roles and at the locations described in the Purchase Order;
- e) not re-employ any of the Temporary Personnel previously removed under this Condition 3.1 at any Site without Northern Star's prior written approval;
- f) provide any and all information, data, advice and reports on the status of the provision of Services as requested by Northern Star from time to time;
- g) provide any and all information, data and advice necessary or required by Northern Star to enable Northern Star to obtain the full benefit of the Services. In particular, the Supplier must provide Northern Star with copies of any and all investigation records, documents and statements, and other materials including personnel records relating to a notifiable incident involving any Personnel on a Northern Star site within a reasonable time of a request from Northern Star to do so, at the Suppliers own cost.

3.2 Supplier's Safety Obligations

In providing the Temporary Personnel, the Supplier agrees as a minimum to:

- a) apply all relevant occupational health and safety standards and Policies of Northern Star to ensure that the Supplier, it's Personnel and any other person are not exposed to any hazards or risks so far as practicable;
- b) comply fully with all other safety requirements specified in any relevant laws, including those provided for in the occupational health and safety legislation of Western Australia, the Commonwealth of Australia or the Northern Territory (where Temporary Personnel are performing Duties at a Site within the Northern Territory), and any ordinances, regulations or orders made pursuant to such legislation;
- c) inspect the Site regularly and advise Northern Star and the Temporary Personnel of any inherent risks that may be observed prior to placing Temporary Personnel in the designated role or in any subsequent role;
- d) review CVs, conduct face-to-face interviews, complete reference checks, sight copies of qualification documents and verify their authenticity with the certifying body, to confirm that the Temporary Personnel are qualified and competent to perform the Duties in the role specified in the Purchase Order and any different Duties advised by Northern Star or the Temporary Personnel;
- e) be responsible for providing Temporary Personnel with work clothes and safety footwear which meet standard "Personal Protective Equipment" standards. In the case of Temporary Personnel having a trade classification, Northern Star shall ensure the Temporary Personnel have the necessary tools required by that classification, and
- f) procure that upon completion of the Temporary Personnel's appointment, the Temporary Personnel will return to Northern Star any materials, equipment or other property supplied by Northern Star in the same condition that it was supplied (save for any fair wear and tear).

3.3 Supplier's Duties in Relation to Administration and Human Resources Issues

- a) Where required by Northern Star, Temporary Personnel must complete a timesheet for the hours undertaken in performing the Duties to Northern Star at the conclusion of each week. The timesheet for each of the Temporary Personnel must be signed off by themselves and Northern Star and submitted to the Supplier on a weekly basis.
- b) The parties acknowledge and agree that the Supplier will be required from time to time to give Temporary Personnel performing the Duties to Northern Star annual leave, long service leave, personal leave, bereavement leave, or other leave in accordance with legislation and the terms and conditions of the employment of the Temporary Personnel. The parties agree that leave (and any other leave agreed by the Supplier with the Temporary Personnel) will only be approved by the

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Supplier after consultation with Northern Star and with due regard to the operational requirements of Northern Star.

- c) If at any time while Temporary Personnel are performing the Duties for Northern Star in accordance with the Agreement, Northern Star reasonably considers that the Temporary Personnel may be subject to disciplinary action by the Supplier, then Northern Star may notify the Supplier of the relevant circumstances and provide all assistance reasonably requested by the Supplier in relation to that issue, provided that if such assistance involves Northern Star incurring expenses, the Supplier agrees to pay or reimburse any such expenses reasonably incurred.
- d) If the Supplier undertakes performance reviews of its employees from time to time the Supplier shall request and is entitled to receive Northern Star's cooperation in connection with such reviews.

3.4 Northern Star's Obligations

- a) Northern Star shall give clear directions to Temporary Personnel setting out the Duties to be performed and then train the Temporary Personnel in how to perform those Duties safely, having regard to the previous training and competencies which the Supplier has advised Northern Star the Temporary Personnel possesses.
- b) Northern Star shall notify the Supplier as soon as is practical if there is any change to the Duties to be performed by the Temporary Personnel, or changes to the equipment operated and chemicals (or other consumables) used by its Temporary Personnel and retrain them if necessary.
- c) Northern Star shall provide all Site and Duty specific inductions which includes training for all specific safety requirements and identified hazards in connection with the Duties to be performed, and provide a safe working environment for Temporary Personnel.
- d) Northern Star shall adequately supervise the Temporary Personnel at all times and provide a working environment for Temporary Personnel free from unlawful discrimination, harassment and bullying.
- e) Northern Star shall provide any necessary Site induction for the Supplier (to enable the Supplier to comply with its obligations including under Condition 3.2).
- f) Northern Star is responsible for providing a safe workplace and safe systems of work for all of the Temporary Personnel and in particular shall:
 - (i) comply with all applicable occupational, health, safety, environmental and associated laws; and
 - (ii) promptly advise the Supplier of any incidents or injuries involving the Temporary Personnel.
- g) Northern Star shall have no responsibility to the Supplier or any of the Temporary Personnel in respect of annual leave, personal or sick leave, long service leave, public holidays, redundancy payments, accident, sickness and life insurance, or any other similar benefits under any law or industrial instrument.

3.5 Payment for Services

- a) In consideration of the Supplier providing the Services, Northern Star shall pay to the Supplier the Price.
- b) The Price is calculated on the basis of hourly charge out rates for each of the Temporary Personnel provided by the Supplier expressly incorporated by reference in the Purchase Order. Northern Star shall not be obliged to pay the Supplier for any hours not worked by the Temporary Personnel. The Purchase Order shall clearly state the time when the Price and the Duties commence, where Duties are to be performed outside Perth (for example from check-in at the designated Perth airport for scheduled or chartered flights to Site and return.)
- c) The Supplier must negotiate commercial terms with Northern Star, which is beyond the scope of the Agreement, for all transport, accommodation and other related costs and expenses arising out of the performance of the Services such as conducting Site visits for workplace and procedural safety auditing purposes prior to and during performance of Duties by Temporary Personnel. For the avoidance of doubt Northern Star is responsible for all transportation costs from Perth and accommodation costs for the Temporary Personnel in relation to performance of the Duties, if the Duties are to be performed outside Perth.

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3.6 Variation

- a) Northern Star may, at any time, request a Variation to the supply Services provided under the Agreement by written notice to the Supplier ("Variation Notice").
- b) Within 5 business days of receiving the Variation Notice, the Supplier will advise Northern Star of:
 - (i) any proposed addition or reduction to the Price in carrying out the proposed Variation, including any delay or disruption costs connected with the Variation; and
 - (ii) the proposed impact the Variation will have on the Supplier providing the Services.
- c) If:
 - (i) Northern Star does not accept the Supplier's proposed change to the Price or Delivery Date due to the proposed Variation; and
 - (ii) the Parties are unable to agree on the change to the Price or Delivery Date within 5 business days after the Supplier informs Northern Star of the estimated impact of the Variation under Condition 3.6(b);

Northern Star must advise the Supplier whether it wishes to proceed with the Variation detailed in the Variation Notice. If Northern Star:

- (i) does not wish to proceed with the Variation, the terms of the Agreement will remain unaltered;
- (ii) advises the Supplier it wishes to proceed with the Variation, the Agreement will be amended by the terms of the Variation agreed by the parties.

3.7 Cooperation

The Supplier must:

- a) liaise, co-operate and confer with any third parties as directed by Northern Star;
- b) carefully co-ordinate and integrate the provision of the Services with services or works to be performed or provided by Northern Star or any of its other contractors or consultants including any other contractors or consultants employed by third parties;
- c) perform Services so as to avoid or minimise interfering with, disrupting or delaying the services or works performed and provided by Northern Star or any other of its contractors or consultants or any contractors or consultants of third parties;
- d) not solicit or entice away (or attempt to do so) any consultant, contractor or employee from Northern Star or engage any such person as a consultant, employee or in any other capacity. Northern Star agrees no solicitation or enticement occurs where a Northern Star consultant, contractor or employee approaches the Supplier directly in response to a publicly advertised vacancy or otherwise initiates a direct approach to the Supplier.

3.8 Site

If the Supplier is required to enter the Site in connection with the Agreement:

- a) Northern Star will give the Supplier access to Site as and when required to enable the Supplier to discharge its obligations under the Agreement, subject to the Supplier complying with the terms of the Agreement;
- b) the Supplier must:
 - (i) comply with all lawful directions given by Northern Star for the provision of the Services and the Supplier's access to Site; and
 - (ii) comply with all site conditions, safety and other policies generally applied by Northern Star to persons attending its premises and all directions of Northern Star's Registered Manager or other designated Northern Star manager.
- c) All of the Supplier's Personnel who visit the Site as contemplated by these Conditions (whether or not Temporary Personnel) must, as a pre-condition to entry, have a current National Police Checking Service clearance provided by the Chamber of Minerals and Energy or similar provider, and have satisfactorily completed a Northern Star general induction (where required) and a Site induction (where required).

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4. REPRESENTATION AND WARRANTY

Without limiting any other warranty or obligation under the Agreement, the Supplier represents and warrants:

- a) the Supplier has all expertise and resources to perform its obligations under the Agreement;
- b) all records and information supplied by the Supplier are true and correct and may be relied on by Northern Star;
- c) the Services provided by the Supplier comply with all relevant national and international standards and Laws;
- d) the Services provided by the Supplier will be performed:
 - (i) promptly and with due care, skill and diligence; and
 - (ii) in a manner so that the Services will be fit for their intended purpose and of a nature, quality, state or condition which are required by Northern Star.

5. NATIONAL PRIVACY PRINCIPLES

Northern Star and the Supplier agree to abide by the National Privacy Principles contained in the Privacy Act 1988 (Cth) and their respective privacy policies which may be obtained upon written request. Either party may collect information about the other to assist it in relation to the sourcing and supply of temporary personnel. Neither party will disclose information about the other to any person except in the course of performance of the Services to place Temporary Personnel with Northern Star, or in the ordinary administration of its business.

6. TEMPORARY TO PERMANENT FEE AND OTHER FEES

- a) Subject to Condition 6(b), if any Temporary Personnel commence employment with Northern Star within three months of the Duties Commencement Date, Northern Star agrees to promptly notify the Supplier in writing. Northern Star agrees to pay the Supplier a fee of 8% (exclusive of GST) of the Temporary Personnel's base salary plus superannuation as evidenced in the contract of employment with Northern Star, in accordance with Conditions 8.2 and 8.3 of the Agreement, with no charge thereafter.
- b) If any white collar professional Temporary Personnel commence employment with Northern Star within six months of the Duties Commencement Date, Northern Star agrees to promptly notify the Supplier in writing. Northern Star agrees to pay the Supplier a fee of 12% (exclusive of GST) of the Temporary Personnel's base salary plus superannuation as evidenced in the contract of employment with Northern Star, in accordance with clauses 8.2 and 8.3 of the Purchase Order Terms and Conditions, with no charge thereafter.
- c) Any cancellation or deferral fees must be detailed in the Purchase Order or expressly incorporated by reference in the Purchase Order or they will not form part of the Agreement.

7. INDUSTRIAL RELATIONS MATTERS

7.1 Supplier's Obligations in Relation to Industrial Relations Matters

- a) The Supplier is responsible for maintaining good industrial relations with the Temporary Personnel.
- b) The Supplier is responsible for the conduct of all proceedings, conferences, negotiations, and dealings regarding industrial matters brought against the Supplier by the Temporary Personnel.
- c) The Supplier shall keep Northern Star fully informed of all industrial matters concerning its Temporary Personnel where they affect or could potentially affect Northern Star.
- d) The Supplier shall strictly comply with the wages and working conditions prescribed in all relevant awards and industrial instruments regarding the rates of pay and conditions for the performance of the work by Temporary Personnel in connection with the Agreement.
- e) The Supplier shall keep Northern Star's representative immediately and fully informed of any dispute with the Temporary Personnel or any demand for wages or conditions in excess of or outside the scope of current and applicable industrial awards or registered industrial agreements.

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- f) The Supplier shall, as and when requested by Northern Star, attend meetings for the purpose of discussing industrial matters.
- g) In the event of an actual or threatened industrial dispute, ban, limitation of work or denial of facilities or services involving Temporary Personnel, the Supplier shall:
 - (i) keep the authorised representative of Northern Star for that Site informed and continue to keep such representative reasonably informed throughout the course of the relevant events;
 - (ii) endeavour to resolve the dispute in the shortest practical time; and
 - (iii) take all practical action to ensure that the Duties being performed at the Site by the Temporary Personnel continues whilst the appropriate steps are taken to resolve the dispute.

8. PAYMENT

8.1 Price

- a) Where the Purchase Order does not specify when payment becomes due, on completion of the Supplier providing Services to Northern Star in accordance with the Agreement, Northern Star will pay the Price to the Supplier in one lump sum payment.
- b) The Price includes all costs and expenses incurred by the Supplier in relation to the supply of the Services, including all Taxes.

8.2 Invoice

- a) The Supplier must submit an invoice to Northern Star to support a claim for payment of the Price and any other sums payable to the Supplier under the Agreement.
- b) A Purchase Order is the only authority the Supplier may use for claiming payment of the Price and any other sums payable to the Supplier under the Agreement.
- c) The invoice or payment form (as may be notified from time to time) must be in a form acceptable to Northern Star and contain the following information:
 - (i) the Purchase Order number;
 - (ii) a brief description of the Services supplied;
 - (iii) the period in which the supply of Services occurred;
 - (iv) any further information stipulated in any applicable Law, or reasonably required by Northern Star, so that Northern Star will receive the benefit of any Input Tax Credit; and
 - (v) such other verification documentation as may be requested by Northern Star.

8.3 Payment

- a) Subject to Condition 8.3 b), Northern Star will pay the Price and any other sums invoiced by the Supplier under the Agreement on the last day of the month after the month in which the invoice was received.
- b) If Northern Star disputes any amount claimed by the Supplier is due and payable, Northern Star will notify the Supplier, specifying the reasons for the dispute.
- c) Northern Star will:
 - (i) pay the undisputed portion of the invoice; and
 - (ii) withhold payment of the disputed portion until settlement of the dispute.
- d) The Supplier acknowledges taxation and prescribed payments under Law may require Northern Star to pay part of the Price to the Taxation Authority, to the credit of the Supplier, unless the Supplier, at the time of submitting invoices, provides Northern Star with written evidence of exemptions from such payment obligations.
- e) Either party may deduct from any payment or moneys due or becoming due to either party all costs, charges, damages, liquidated sums, expenses and other moneys which are payable by or to be reimbursed by the Supplier or its Personnel to Northern Star under any provision of the Agreement.

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9. GST

9.1 GST

- a) Unless otherwise specified in the Purchase Order, the Price does not include any amount for GST.
- b) If provision of the Services is subject to GST, Northern Star must, subject to condition 9.1(c), pay the Supplier an amount in addition to the Price equal to the GST payable for that supply.
- c) The recovery of any GST is subject to the Supplier providing a Tax Invoice to Northern Star to support the claim for payment of GST.
- d) The Tax Invoice must be in a form acceptable to Northern Star and must contain all information stipulated in any applicable GST legislation or by Northern Star and in order that Northern Star will receive the benefit of any Input Tax Credit.

10. INTELLECTUAL PROPERTY

10.1 Intellectual Property

- a) The Supplier warrants in providing the Services neither Northern Star nor the Supplier will infringe the Intellectual Property of any third party.
- b) All Intellectual Property created by the Supplier (either by itself or jointly with any third party), in provision of the Services or otherwise pursuant or incidental to the Agreement will be owned by Northern Star.

11. INDEMNITY

11.1 Indemnity by Supplier

- a) Except to the extent caused by a negligent act of Northern Star or Northern Star's Indemnified Parties, or where Northern Star has assumed effective control over all aspects of the Temporary Personnel's performance of the Duties, the Supplier is liable for and shall indemnify and keep indemnified Northern Star and those of Northern Star's Indemnified Parties into which the Supplier is providing Services against any and all Liabilities caused or contributed to by the negligence, wrongful act or omission, or breach of the Agreement by the Supplier.
- b) For the purposes of Condition 11.1(a) the Parties agree that the degree of effective control which Northern Star has assumed over the Temporary Personnel's performance of the Duties will be a question of fact in each circumstance arising where the indemnity in Condition 11.1(a) is considered.
- c) Where Temporary Personnel are employees of the Supplier, the Supplier acknowledges that the Supplier has common law and statutory duties to ensure the safety of its employees. The Supplier acknowledges that regularly undertaking site inspections at Northern Star's operations will assist the Supplier in demonstrating a discharge of these duties.
- d) The indemnities in this Condition 11.1 are continuing obligations and survive termination of the Agreement.
- e) It will not be necessary for Northern Star to incur expense or make payment before enforcing the indemnities in this Condition.

11.2 Limitation of Liability

Notwithstanding any other provision of the Agreement, the Supplier, Northern Star and Northern Star's Indemnified Parties will not be liable for any consequential loss or damage of any kind, including loss of business revenue, loss of profits, failure to realise expected profits or savings, overhead costs or other economic losses in contract, tort (including negligence), under any statute or otherwise arising out of or in any way connected to the Agreement.

12. INSURANCE

12.1 Insurance Required

- a) At all times during the Supplier's performance of its obligations under the Agreement, the Supplier must comply with all applicable Laws and in doing so bears the sole responsibility for determining

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the requirements of those Laws relating to insurance. The Supplier must, at its own expense, procure and maintain or cause to be procured and maintained the following minimum insurances:

- (i) (Where the Supplier's Personnel are required to enter Site) workers' compensation (including occupational disease where required by Law) and employer's indemnity insurance which complies with the relevant Laws covering all claims and liabilities under any statute and where common law claims are allowed outside of the statutory scheme, for employer's liability at common law, for not less than the amount required by the relevant State or Territory Legislation for each occurrence, for the death of or injury to the Supplier's Personnel who are employees of the Supplier (or Personnel of the Supplier who may be deemed under statute to be employees of the Supplier); and
 - (ii) any person who is an employee of the Supplier and who may be deemed under statute to be an employee of the Supplier, including Temporary Personnel supplied under the Agreement.
- b) public liability insurance written on an occurrence basis with a limit of indemnity of not less than \$10 million for each and every occurrence which covers the liability of the Supplier and any of the Supplier's Personnel who are employees of the Supplier, in respect of:
- (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death or, any person, arising out of the negligent performance of the Agreement (including the provision of the Services by the Supplier; and the Performance of the Duties by Temporary Personnel who are employees of the Supplier.
- c) (Where the Supplier is required to bring motor vehicles to Site) Motor vehicle insurance, covering all mechanically propelled vehicles that are registered and owned or leased by the Supplier including:
- (i) insurance that is compulsory under applicable Laws governing the use of motor vehicles and liability for personal injury or death; and
 - (ii) liability insurance for third party property damage with a sum insurance of not less than \$20 million per occurrence.

12.2 Endorsement

The Supplier must ensure that:

- a) the insurance referred to in Condition 12.1(a) shall be endorsed (except where precluded by Law) to include a Principal's Indemnity extension for Act Benefits and Common Law, indemnifying Northern Star against any liability which it may incur in respect of the Suppliers' Personnel, arising by virtue of the applicable worker's compensation legislation or under the common law; and
- b) the certificate of currency for the policy of insurance referred to in Condition 12.1(b) provides that Northern Star's interest is noted as Principal.

12.3 Acknowledgement

It is expressly agreed and acknowledged that:

- a) the requirements of this Condition 12 are fundamental requirements of the Agreement; and
- b) maintenance by the Supplier and Northern Star of all required insurances will not in any way limit the responsibilities, obligations and liabilities of the Supplier under any other provision of the Agreement.

12.4 Subcontractors

The Supplier must ensure that its subcontractors (including those who are Temporary Personnel who are not employees of the Supplier) are insured as required by Condition 12, as appropriate (including as to amounts of insurance and type of insurance) given the nature of services or work to be performed by them, as if they were the Supplier.

12.5 Currency

The Supplier must ensure that each insurance referred to in Conditions 12.1(a), 12.1(b) and 12.1(c) is in force from the date when any Services are provided, and is maintained until the end of the Agreement.

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12.6 Insurers

The Supplier must ensure (and, where relevant, procure that its subcontractors including those who are Temporary Personnel ensure) that the insurance required to be taken out under Condition 12 is:

- a) effected with reputable insurers with a financial security rating of A- or better by Standard & Poor or the equivalent rating with another recognised rating agency and/or with an APRA approved insurer; and
- b) on terms (including deductible levels) in line with prudent risk management practices given the nature of the business of the Supplier.

12.7 Production

The Supplier must, on or prior to the commencement of the Agreement and otherwise when requested by Northern Star, promptly satisfy Northern Star that each contract of insurance it is required to procure under this Condition 12 is current by providing to Northern Star certificates of currency from the Supplier's broker or insurer. Notwithstanding anything to the contrary in the Agreement, Northern Star:

- a) has the right to refuse the Supplier (and any of the Supplier's Personnel) entry to Site; and
- b) is not obliged to pay, and may withhold payment of (without any interest accruing), any amount owed by it to the Supplier under the Agreement,

unless and until Northern Star has been so satisfied. Nothing in this Condition 12.7 will fix Northern Star with written notice of the contents of any policy and will not be raised as a defence to any claim by the Supplier against Northern Star.

12.8 Prejudicing Insurance

The Supplier must ensure that in relation to any insurance policy required to be maintained under Condition 12 it:

- a) does not do or omit to do or, insofar as possible, permit or suffer to be done, any act or omission whereby any of the insurances referred to in this Condition 12 may be prejudiced, vitiated, rendered void or voidable;
- b) if necessary, reinstates an insurance policy if it lapses;
- c) does not cancel or materially vary the policy in a manner adverse to its obligations under the Agreement or allow an insurance policy to lapse without the prior written consent of Northern Star;
- d) immediately notifies Northern Star of any event which may result in an insurance policy lapsing or being cancelled; and
- e) 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.

12.9 No Insurance

If the Supplier (or its Temporary Personnel who are contractors of the Supplier) fails to procure and maintain insurance policies in accordance with this Condition 12, Northern Star may, but is not obliged to:

- a) procure and maintain any such insurance and deduct the cost of doing so (which will be a debt due and immediately payable from the Supplier to Northern Star) from any payments to be made to the Supplier by Northern Star (under the Agreement or any other Agreement); or
- b) refuse to make any further payments due from time to time to the Supplier (under the Agreement or any other Agreement) until the insurance policies and receipt for the payment of premiums are made available for inspection by Northern Star.

12.10 Claim

Whenever a claim is made under any of the policies of insurance referred to in this Condition 12, the Supplier is liable for any excess or deductible payable as a consequence. The Supplier must inform Northern Star in writing immediately it becomes aware of any actual, threatened or likely claims in

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connection with the Agreement under any of the insurances referred to in Conditions 12.1(a), 12.1(b) and 12.1(c), except claims which Northern Star may have against the Supplier, accompanied by full details of the circumstances of such incident and where relevant, provide all such assistance to Northern Star as may be required for the preparation and negotiation of insurance claims. The Supplier's insurance policies will be the first in time to respond to any claims, where insurance is duplicated between the Supplier and Northern Star's respective policies.

13. ASSIGNMENT

13.1 Assignment

- a) The Supplier must not assign, novate, transfer, encumber, sub-contract or otherwise part with the benefit of the Agreement in whole or in part, without the prior written consent of Northern Star, which consent may be withheld by Northern Star in its absolute discretion.
- b) Notwithstanding any sub-contract of the Agreement in whole or in part, the Supplier is not released by Northern Star, the Supplier will remain fully liable and responsible for the performance of the obligations under the Agreement, and the Supplier will be liable for all acts and omissions of its subcontractors and suppliers.
- c) Any sub-contract must be subject to the terms of the Agreement.
- d) Northern Star may assign, novate, charge or encumber the Agreement or any part of it or any right, benefit, money or interest under the Agreement without the need to obtain the Supplier's consent.

14. SUSPENSION

14.1 Suspension

- a) Northern Star may, by notice in writing to the Supplier ("the Suspension Notice"), direct the Supplier to suspend the provision of the Services or any part for any time and for any purposes Northern Star thinks fit.
- b) Upon receipt of the Suspension Notice, the Supplier must immediately suspend provision of the Services, as required in the Suspension Notice or by Northern Star.
- c) The Supplier must comply with any direction by Northern Star to recommence provision of the Services as soon as is reasonably practicable.
- d) The Supplier must do all things reasonably necessary to reduce any cost or expense incurred by the Supplier as a result of the suspension in provision of the Services.
- e) Northern Star will pay the Supplier's unavoidable fixed direct costs which have been reasonably and actually incurred by the Supplier as determined by Northern Star during the period of suspension and which are incurred due to the suspension provided that:
 - (i) the Supplier does all things reasonably necessary to reduce any cost or expense as a result of the suspension; and
 - (ii) the reason for suspension was not caused or contributed to by any act, omission or default of the Supplier or the Supplier's Personnel.
- f) If Northern Star directed the Supplier to suspend provision of the Services and:
 - (i) the reason for the suspension was caused by Northern Star; and
 - (ii) the suspension was not attributable to any act, omission or default of the Supplier or the Supplier's Personnel.

The date by which the Supplier must provide the Services under the Agreement will be extended for the same period of time as the provision of Services is suspended by Northern Star under the Agreement.

15. FORCE MAJEURE

15.1 Force Majeure

- a) If a Party is prevented from carrying out the whole or any part of its obligations under the Agreement by reason of any Force Majeure, that Party ("the Affected Party") must immediately give to the other Party, written notice containing full particulars of the Force Majeure event including:

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- (i) the nature of the Force Majeure;
 - (ii) date of the first occurrence of the Force Majeure;
 - (iii) the effect the Force Majeure event will have on the Affected Party's ability to perform its obligations under the Agreement; and
 - (iv) the expected duration of the Force Majeure.
- b) If the Affected Party is prevented from performing its obligations under the Agreement, subject to the Affected Party complying with Condition 15.1e), performance of the Affected Party's obligations under the Agreement will be suspended to the extent performance is prevented by that Force Majeure event from the date of the written notice in Condition 15.1 (a) is provided to the other Party and until cessation of the Force Majeure event.
- c) The Affected Party must notify the other Party in writing as soon as practicable and in any event within 1 business day of the Force Majeure event ceasing to prevent the Affected Party from performing its obligations under the Agreement and the Affected Party must immediately resume its obligations which were suspended as a result of the Force Majeure event.
- d) If the Affected Party's obligations are suspended under Condition 15.1b), during that period of suspension:
- (i) the Affected Party's non-performance or delay in performance resulting from the Force Majeure event will not be deemed to be a breach of the Agreement; and
 - (ii) each party will bear its own costs.
- e) On and from the date the Affected Party is aware of the Force Majeure event, the Affected Party must use all reasonable diligence to mitigate and minimise the cause of and the effect of the Force Majeure on the Affected Party's ability to perform its obligations under the Agreement and must do all reasonable things to remedy the situation and resume its performance under the Agreement as soon as possible.
- f) The Supplier is not entitled to:
- (i) payment for obligations that are suspended under Condition 15.1b); and
 - (ii) an adjustment to the Price due to a Force Majeure event.
- g) The time in which the Services must be provided by the Supplier under the Agreement will be extended for the period of time from the date the Affected Party issues a notice to the other Party providing details of the Force Majeure event and the date the Force Majeure event ceases.

16. DEFAULT

16.1 Event of Default

An Event of Default occurs if:

- a) the Supplier or its Personnel do not comply with any of the Supplier's material obligations under the Agreement and that default continues for 14 days after notice from Northern Star to the Supplier has been provided requiring the default to be remedied, where remedy is possible in the opinion of Northern Star acting reasonably;
- b) the Supplier or any of its Personnel commits an act of Gross Negligence or Wilful Misconduct, fraud or dishonesty for any matter undertaken or required to be undertaken under the Agreement;
- c) the Supplier or the Supplier's Personnel act in a manner which Northern Star considers to be substantially prejudicial or harmful to Northern Star or which is unsafe;
- d) an Insolvency Event occurs with respect to the Supplier.

16.2 Acceptance

The acceptance of provision of the Services or an attempt by Northern Star to mitigate its loss is not a waiver of a preceding breach by the Supplier of its obligations under the Agreement or a surrender by operation of law.

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17. TERMINATION

17.1 Termination for Default

If an Event of Default occurs, Northern Star may terminate the Agreement at any time after the Event of Default by written notice to the Supplier with immediate effect.

17.2 Termination for Force Majeure

Without prejudice to any other rights, if an obligation of the Supplier is suspended due to a Force Majeure event for more than 14 consecutive days, Northern Star may terminate the Agreement by issuing a written notice to the Supplier.

17.3 Termination

The Agreement will terminate on the date stated in the termination notice received by the Supplier or if no date is specified, the date notice is issued by Northern Star to the Supplier.

17.4 Termination for Convenience

- a) Northern Star may at any time for its sole convenience terminate the Agreement by not less than 14 days' notice to the Supplier which for the avoidance of doubt necessitates the termination of performance of Duties by all Temporary Personnel within the same timeframe nominated by Northern Star.
- b) The Agreement will terminate on the date and time stated in the notice of termination.
- c) If Northern Star terminates the Agreement, Northern Star must pay to the Supplier the actual costs payable up until the date of termination provided that the Supplier has taken all reasonable steps to minimise those costs and expenses.
- d) Northern Star (acting reasonably) will determine the amount payable by it under this Condition and the Supplier must provide Northern Star with whatever reasonable documentation Northern Star may require in order for Northern Star to make that calculation.

If any termination of the Agreement by Northern Star is found to be wrongful, then the termination will be deemed to have been made in accordance with this Condition 17.4 and Northern Star will not in any event be liable to the Supplier for any indirect or consequential loss, or loss of profits.

17.5 Accrued Rights

The expiration or earlier termination of the Agreement does not affect the rights Northern Star has in relation to a breach of the Agreement by the Supplier before the expiration or termination.

18. DISPUTE RESOLUTION

18.1 Dispute Resolution

- a) In the event of any dispute between the Parties concerning or arising out of the Agreement, the Parties must meet to attempt to resolve the dispute prior to the commencement of any proceeding.
- b) The Party initiating the dispute must give notice setting out the nature of the dispute and available dates to meet to resolve the dispute.
- c) Either Party may commence legal proceedings in relation to the dispute if:
 - (i) the Parties fail to resolve the dispute within 30 days of the first meeting;
 - (ii) the Parties fail to agree on a meeting within 14 days of receipt of the dispute notice; or
 - (iii) a Party fails to attend a scheduled meeting.

18.2 Continuity

- a) Despite the existence of a dispute, the parties must continue to perform their obligations under the Agreement unless Northern Star, by notice to the Supplier, suspends the parties' obligations pending the outcome of the dispute.

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- b) The Supplier is not entitled to any adjustment to the Price by reason of suspension of the Supplier's obligations under this Condition.

18.3 Injunctive or Urgent Relief

Nothing in this Condition prejudices either party's right to institute proceedings to seek injunctive or urgent declaratory relief for a dispute or any other matter arising under the Agreement.

19. CONFIDENTIALITY

19.1 Confidential Information

The Supplier must:

- a) not, and must ensure its Personnel do not, without Northern Star's prior written consent, directly or indirectly disclose any Confidential Information to any person or use the Confidential Information in whole or in part, except in fulfilling its obligations under the Agreement;
- b) not copy or otherwise reproduce any documents containing Confidential Information, except as necessary in fulfilling its obligations under the Agreement;
- c) on termination of the Agreement, or on demand by Northern Star, return all documents containing any Confidential Information, including any documents created by the Supplier which contain Confidential Information;
- d) use its best endeavours to protect the confidentiality of the Confidential Information; and
- e) comply with all reasonable requests by Northern Star regarding the protection of the Confidential Information.

20. NOTICES

20.1 Notices

- a) All notices and other documents given pursuant to the Agreement must be in writing and may be given by email, facsimile, personal delivery or prepaid post to the party to whom the notice is addressed as set out in the Purchase Order or such other address as it may have notified to the other party.
- b) A notice or other document sent by email is deemed to be successfully received by the recipient:
 - (i) unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient; and
 - (ii) at the time of sending, or if the email is not sent before 5pm AWST on a business day, at the start of the next business day.
- c) A notice or other document sent by facsimile is deemed to be successfully received by the recipient upon successful transmission or, if transmission is not effected before 5pm AWST on a business day, at the start of the next business day.
- d) If a Purchase Order is issued by email, the Purchase Order is deemed to be successfully received by the Supplier:
 - (i) unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient; and
 - (ii) at the time of sending, or if the email is not sent before 5pm on a business day, at the start of the next business day.

21. GENERAL

21.1 Governing Law

The Agreement is governed by and is to be construed according to the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

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21.2 Severance

If any part of the Agreement is, or becomes, void or unenforceable, that part is, or will be, severed from the Agreement so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

21.3 Variation

The Agreement may only be varied by in accordance with Condition 3.3.

21.4 Waiver

- a) A failure to exercise or delay in exercising any right, power or privilege by any party will not operate as a waiver of that right, power or privilege.
- b) A single or partial exercise of any right, power or privilege will not preclude any other or further exercise of that right, power or privilege, or the exercise of any right, power or privilege.

21.5 Entire Agreement

The Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and contains all of the representations, warranties, covenants and agreements of the parties in relation to the subject matter of the Agreement as at the date of the Agreement. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by the Agreement and has no further effect.

21.6 Survival

- a) Subject to Condition 21.6(b), Conditions 1.1, 1.2, 1.3, 2.3, 9, 10 to 15 inclusive, 18, 19 and 21 of the Agreement survive termination of the Agreement and will continue in full force and effect;
- b) The Conditions referred to in Condition 21.6(a) will cease to have any further force or effect on and from the time at which:
 - (i) a party will be barred from taking an action against the other under the relevant Condition due to the application of any Law for the expiration of time; and
 - (ii) Northern Star ceases to have any obligations under any Law where those obligations are being performed by the Supplier under the Agreement.

21.7 Further Assurance

From time to time at the request of Northern Star, the Supplier shall do and execute or cause to be done or executed all such acts, deeds and assurances whatsoever reasonably necessary for ensuring full and proper compliance with or performance of the terms of the Agreement.

Prepared by:	General Counsel	Document Status:	Uncontrolled
Approved by:	Company Secretary	Review Date:	14/08/2019
		Approver's Signature:	Liza Carpene

Document No:	NSR-FIN-040-STA
Revision No:	1
Issue Date:	14/08/2017
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PURCHASE ORDER (TEMPORARY PERSONNEL RECRUITMENT) STANDARD TERMS AND CONDITIONS

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		Review Date:	14/08/2019
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