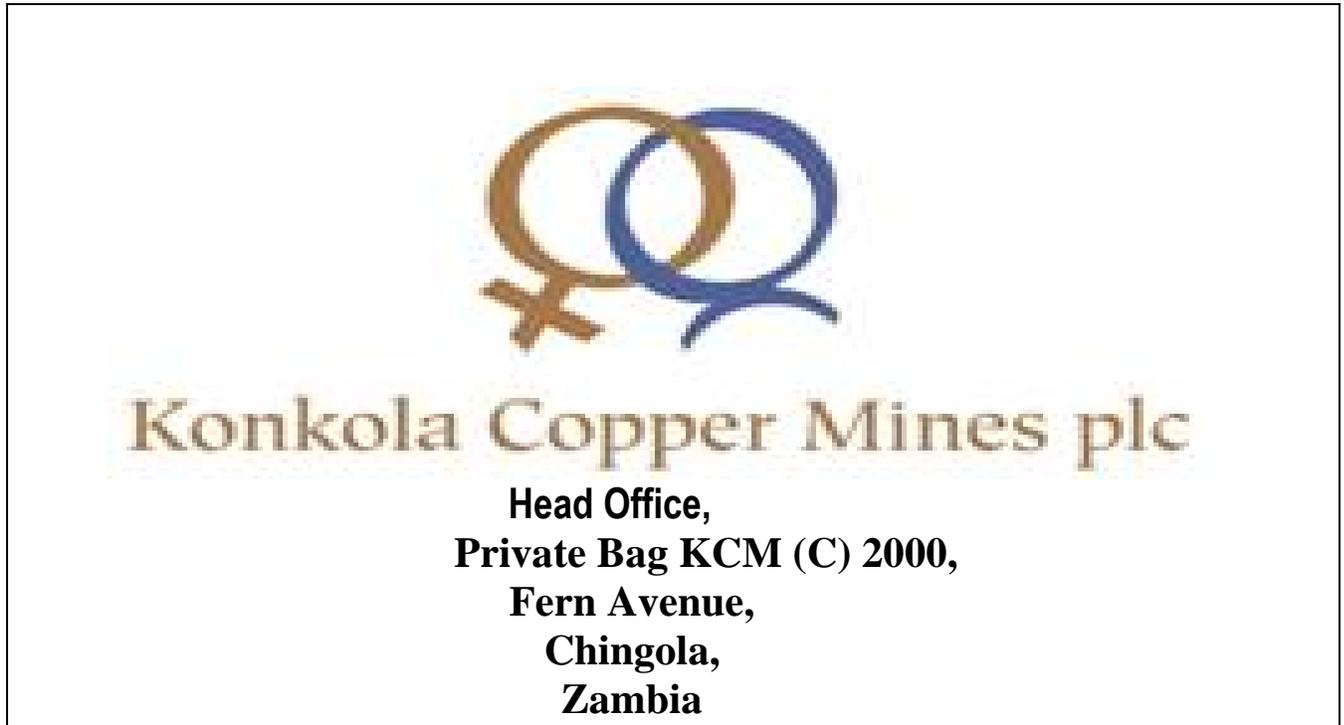


CONTRACTOR:	NAME OF TRANSPORTER	CONTRACT NUMBER:	L INT CU 2015 - XXX
SERVICE:	TRANSPORTATION OF COPPER ANODES /STARTER SHEETS/SCRAP/MOULDS	EXPIRY DATE OF CONTRACT:	31/12/2015



This agreement made at KONKOLA COPPER MINE PLC on this **1st day of April, 2015.**

BETWEEN

Konkola Copper Mines Plc, a company incorporated under the provisions of, having its registered office at **Konkola Copper Mines Plc, Private Bag KCM (C) 2000, Fern Avenue, Chingola, Zambia.**(Designation), hereinafter referred to as **“KCM”** (Which expression shall, unless it is repugnant to the context, mean and include its successors-in-interest, administrators and permitted assigns) of the **‘ONE PART’**

AND

XXXXXX XXXXX LTD, having it registered office at **PLOT NO. XXX, XXXXXXXXXXXX, XXXXXX, XXXXXXXXXXXXXXX.** Hereinafter referred to as **“Service Provider”** (Which expression shall, unless it is repugnant to the context, mean and include its successors-in-interest, administrators and permitted assigns) of the **‘OTHER PART’**

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WHEREAS:

1. KCM had invited offers for the **transportation of copper anodes /starter sheets/scrap/moulds from Nchanga/Nkana to Nkana/Nchanga**, in the Republic of Zambia.
2. The Service Provider submitted its offer for the transportation of **copper anodes /starter sheets/scrap/moulds** in the Republic of Zambia in February 2015 and was accepted by KCM on 15th March, 2015.
3. By mutual agreement the Service Provider commenced the provision of services to KCM with effect **1st April 2015 to 31st December 2015**.
4. The parties hereto have agreed to reduce the terms and conditions of their agreement in writing in the manner hereinafter stated.

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Now therefore in consideration of the mutual obligation and undertaking contained herein this agreement witness as follows:

1. TERMS AND CONDITIONS

This contract is for the supply of services specified in **clause 3** and at a rate specified in **Appendix "1"**, is subject to the **Transport General Conditions of Contract**. By submission of its tender the Contractor shall be deemed to have satisfied itself as to all the conditions and circumstances affecting its tender and to have fully acquainted itself with and to have accepted the **Transport General Conditions of Contract** and without derogating from the generality to the foregoing to have accepted that the **Transport General Conditions of Contract** cancel supersede and override the Contractor's conflicting terms and conditions whether verbal written or implied.

Should any condition stipulated in this Agreement contradict any provision(s) of the **Transport General Conditions of Contract**, the condition(s) of this Agreement shall supersede the appropriate provision(s) of the Transport General Conditions of Contract in part or completely as is appropriate.

This Agreement, including any annexure, shall be deemed to be the entire Agreement between the parties and supersedes and substitutes all previous contracts, proposals, oral or written, and all other communications between the parties with respect to the subject matter hereof, and all prior understandings, representations, warranties.

No provision of this Agreement shall be changed or modified in any way either in whole or in part except by an addendum in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend this agreement.

2. DURATION OF CONTRACT.

This agreement shall remain unless terminated as stipulated under clause 8 remain in force for the period from **01/04/2015 to 31/12/2015**. The Agreement may be renewed for a further like term based on satisfactory performance and adherence to the terms and conditions by the Service Provider.

KCM shall inform the contractor / transporter by 30th November 2015 in writing to allow for an extension of 90 days after expiration of Contract.

3. SCOPE OF SERVICES.

Unless otherwise stated, the scope of services to be provided by the Service Provider shall be the Transportation of:

- i. Copper Anodes
- ii. Starter Sheets
- iii. Scrap
- iv. Moulds
- v. Other Material

The service shall be provided as and when required including Saturdays, Sundays and Public Holidays or as per schedule given by KCM.

KCM tracking system shall be installed in your trucks as and when requested.

3.1. Service Instruction/Orders.

KCM shall issue Instructions by an authorised Order.

Service instructions shall be issued periodically by KCM indicating time frames within which to execute the service, destination and other requirements through the Service Provider's representative (see also clause 3.6).

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The Service Provider shall execute such instructions and in case of failure in carrying out the instructions. The service provider shall be liable for any loss incurred by KCM due to its inability to execute any valid instruction

3.2. Transit Time.

Transit time of the vehicle from **Nchanga/Nkana** to **Nkana/Nchanga** shall be worked out as within **02 hours** from time of despatch at **Nchanga/Nkana** to arrival at **Nkana/Nchanga**.

The Service Provider shall ensure that the goods are delivered to the consignee/designated offloading point within the stated time.

In the event of delay beyond turnaround time the Service Provider shall be warned, continuous failure to meet the set transit times will constitute a breach for which KCM may terminate this Agreement.

KCM shall not demand damages from the Service Provider if the delay is due to accident involving the vehicle used for KCM provided the documents, Mine Police report, Photograph, Surveyor report, certificate of Insurance Company and intimation letter are furnished.

The Service Provider undertakes to deliver the goods only at the destination and shall not tranship the goods en-route.

3.3. Authorised representative of the Service Provider

3.3.1 The Service Provider shall designate one or more representatives authorized to act on its behalf.

3.3.2 The Service Provider shall also attest the specimen signatures and photographs of the person authorized in this behalf.

3.3.3 The representatives so authorized shall coordinate with service provider’s office or the persons executing the assignment and generally remain in touch with the service provider to obtain instructions about work and also to supervise the crew inside the Plant wherever the work is executed

3.3.4 No accommodation shall be provided by KCM for such representatives inside KCM premises

3.3.5 In the event that Transporters Authorized representative or their authorized employee commit any offence inside KCM’s complex or is found to be involved in activity leading to breach of law – the transporter shall be held responsible and KCM reserves the right to suitably penalize the Transporter for any such act after due deliberations and allowing the transporter to explain why it should not be penalized. The decision of the Chief Executive officer of KCM or any competent officer/s authorized by him will be the final decision maker in such an event.

3.4. Shortages

Any loss/shortage due to negligence by either the driver or fault vehicle and delay shall be the sole responsibility of the service provider. The decision of KCM in this regard shall be final.

3.5. Planned/Unplanned Plant Shut down

In case of any plant shut we may demobilise as when it is necessary and KCM will inform the service provider in writing. Due to the nature of the operation it is not possible for KCM to guarantee any notice period for any such shutdowns, however it will always endeavour to provide sufficient advance notice to the Transporter.

3.6. Movement of the truck

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The truck movement shall be as per advice from Group Manager Security is limited only to Nchanga (New Smelter or TLP) or Nkana unless with full knowledge of the Manager Logistics / Group Manager Security and authorised representative of the service provider.

4. RATE

4.1 The rates applicable for provision of the service shall be as stated in the schedule for the duration of the Agreement. The rates are subject to Fuel Variation as per Clause 4.4 KCM shall pay the freight rates as shown in the Appendix 1.

4.2 The rates stated are exclusive of VAT.

4.3 Currency of Contract

The currency of the contract shall be ZMK / US\$

4.4 Fuel variation Clause

In case of the price of diesel increase/decrease the basis for rate adjustment shall be the increment or reduction in fuel price and will be based on the assumption that fuel is 30% of the transporters cost of operations. The adjustment will be based on the Energy Regulation Board (ERB) fuel price movement.

For example if there is a -10% adjustment in fuel price, the rate adjustment will be -3.0%. Base price at the time of signing the contract is ZMK64.00. The new rate is ZMK62.08.

The adjustment of the rate shall be done automatically by Marketing, Sales and Logistics department and communicated to the transporter and relevant KCM officials via e-mail. The change to become effective immediately and all transportation post the effective date of any such revision will billed basis the new rates.

Once the diesel increase/decrease is given on the present base rate then the new price of diesel becomes as the base rate for the next increase/decrease to be applicable. The rate will be reviewed as and when there is a diesel increase/decrease as advised by ERB.

4.5 Payment Terms.

INVOICING AND PAYMENT

Each invoice shall be accompanied by the relevant Waybills Weighbridge tickets, exit permits or such other documents as may be generated under this Agreement for each delivery. In addition invoices shall include the following information: Contract number and Order number, Value Added Tax (VAT) invoices, bearing the Contract number and Delivery Instruction number.

Invoices shall be forwarded to KCM as early as possible after delivery, so as to reach KCM by not later than the 15th of the month in order to qualify for payment within 60 days thereafter. Payment for invoices received after the 15th of a month may be deferred to the following payment cycle.

5. SPECIFICATION OF VEHICLES

5.1 Type.

All vehicles to be used for the service shall be fit for purpose and in conformity with safety norms of KCM and also in conformity with the relevant motor vehicle regulations in force.

5.2 Submission of Documents

One set of photo copies of white book, insurance certificate, licences and other necessary certificates of each vehicle shall be handed over to KCM for its verification.

5.3 Right to Reject vehicle

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KCM reserves the right to reject the use of any vehicle of the service provider under the following circumstances;

- 5.3.1 Affects safety or environment.
- 5.3.2 If the vehicle, human resources or equipment are found unfit in any manner whatsoever for the purposes of the assignment.
- 5.3.3 If the vehicle or equipment reaches the designated place after the stipulated time.

The Service Provider shall not be entitled to any compensation whatsoever in such circumstances

5.4 Vehicle Detention

No claim for detention charges of any nature shall be entertained by KCM under any circumstances and for any reason whatsoever for detention of vehicles at any point during transit or Execution of the Service.

5.5 Hold up of Consignment Enroute.

When there is a hold up of consignment or service en-route due to vehicle breakdown/accident or any other cause, the same shall be intimated forthwith to KCM immediately by phone and email to the Manager Security of both the dispatching plant and receiving plant

5.6 Proper packaging.

At the time of taking delivery of the materials, the Service Provider's authorized representative shall acknowledge the quantity and condition of goods received on behalf of the service provider. The Service Provider shall cross verify the quantity of material loaded/unloaded and ensure that the materials are in good condition.

5.7 Scale Tolerance

The quantity as specified in the waybill shall be counter checked by the service provider by passing through the weighbridge.

The allowable discrepancy between despatch and receipt weight shall be +/- 0.5 %. For short-weight deliveries beyond this tolerance level, KCM shall recover full value from transporter, the cost of material shall be debited to the service provider's account.

6. TERMINATION

Either party shall have the option to terminate this agreement by giving a month's written notice without payment of compensation.

KCM shall be at liberty to terminate this agreement forthwith without notice to the Service provider or payment of compensation in lieu thereof, pursuant to any Statute or Order or Rule or Regulations, award, or judgement of a competent court.

Without prejudice to the indemnity clause hereinafter, KCM shall, at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice and without payment of compensation, if In KCM Opinion:

- 6.1 Failure to execute Jobs assigned. In the event of such failure or non-performance as set out under this agreement by the service provider on three occasions, during the tenure of the agreement KCM may at its sole discretion terminate the agreement with the service provider
- 6.2 The service provider fails or refuses to implement this agreement to KCM satisfaction and in such a case the Service Provider shall not challenge the opinion of KCM in this regard.
- 6.3 The Service Provider commits breach of any of the terms and conditions of this agreement.
- 6.4 The Service Provider is adjudged as being insolvent.
- 6.5 For any reason whatsoever, the Service Provider becomes disentitled in law to perform its obligation under this agreement.

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- 6.6 The Service Provider is convicted of financial or any other fraud or any other crime whatsoever or where the Service Provider is convicted or penalised for non compliance with any of the environmental laws or such other law as in KCM's view is material.
- 6.7 There is an order of winding up or dissolution by a competent court or if such winding up or dissolution proceedings have been initiated against the service provider

Service provider responsibility upon termination

Upon expiry or termination of this agreement, the Service Provider shall forthwith cease to make any representation on behalf of KCM or make use of any of the materials of KCM including stationery, documents, products, in its possession and shall return all such KCM materials whatsoever including, stationery, documents, vouchers, duplicate of the invoices, records made up to such date and shall account for all of them to KCM.

7. PLACEMENT OF PARALLEL CONTRACT

This is a non exclusive agreement and KCM reserves its right to enter into one or more similar agreements with any other party or at any time during the period of the agreement.

If in the opinion of KCM the Service Provider is not in a position to render any or all of the services required by KCM to the extent that threatens production, it may in its sole discretion appoint any other service provider for such period of time and relating to such services as is deemed as necessary in its sole judgement. The expenditure so incurred by KCM will be deducted from the charges payable to Service provider by KCM.

8. INSURANCE.

The Service Provider shall obtain a **comprehensive Insurance policy for vehicles to be used for the services** and its personnel while on KCM property. The Service Provider shall deposit a copy of the insurance so taken with KCM's Head of Insurance

KCM shall take appropriate **general insurance policy to cover the risk for the goods** involved.

In case of loss of material during transit, the Service Provider shall produce requisite documents and evidences as may be required for KCM and insurance Company to make claims against such loss from the insurer. Such documents shall be provided by the service provider within 24 hours, failing which KCM shall recover the value of loss - from the service provider.

KCM however reserves its right to take recourse to recovery of such losses from the service provider in the event of loss of goods, loss of value of goods due to negligence of the service provider and the decision of KCM on such recovery shall be final and binding on the service provider.

9. ENVIRONMENT PROTECTION

KCM is required to adhere to Zambian legislation and IFC/World Bank standards and requires moving towards ISO 14001 Environmental Management System) accreditation. Hence, any spillage of goods in transit whether it be accident, undue care, inappropriate choice of equipment or overloading shall be cleaned-up by the offending contractor(s) within twenty-four (24) hours of such spillage occurring or being reported. Should this fail to happen then KCM will arrange to have the spillage cleaned-up and the cost of such together with the cost of any lost Bulk commodity shall be debited to the contractor at a rate of cost plus ten percent (10%). This charge shall not be negotiable. If more than one contractor participates in the haulage of goods and no acceptance of responsibility has been forthcoming in any particular spillage then each participating contractor will be debited with an equal share of the aforementioned charges. The contractor(s) shall also be liable for any third party damages arising from any spillage. Frequent occurrences will be grounds for cancellation of the contract(s).

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The Service Provider shall ensure that ignitable, reactive, or non-compatible goods are not transported along with KCM goods.

The Service Provider shall be solely responsible for damage caused to the surrounding/environment during transit.

The Service Provider shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.

KCM shall not be deemed to be responsible in any manner whatsoever for any legal action taken against the Service Provider for any environmental or other hazard during transit by any authority or court of competent jurisdiction.

In the event of such action against KCM, the service provider shall reimburse all such costs and expenses incurred in this regard.

10. SAFETY AND HEALTHY.

The Service Provider shall comply with the requirements of the Mines and Minerals Act and Regulations as amended or any Act or Regulations taking their place.

10.1 Safety of Service provider employees.

The Service Provider shall provide a list of workers to KCM of all workers that will access the KCM plant for purpose of induction and issuance of relevant access passes. The Service Provider shall provide all necessary safety gadgets including safety shoes; helmet etc. to its employees when they enter into the KCM premises for the purposes of this Agreement etc. Neither the Service Provider nor its employees shall be permitted to enter the premises without safety gadgets. While inside the premises, the employees of the Service Provider shall wear security gate pass. The Service Provider shall ensure strict compliance with the safety measures adopted by KCM. In the event of any violation of safety measures by the Service Provider or its employees, KCM reserves the right to terminate the agreement.

The Service Provider's employees shall always be under its direct control or supervision.

The Service Provider shall comply, in all respect, with the provisions of all statutes, Rules and Regulations applicable to operation in the mining area such as Silicosis and induction by Mine Safety.

The service provider further assures that there is no inquiry/investigation pending by the Police against the service provider or its employees. KCM shall not be responsible for failure of all aforesaid compliances at any time during the currency of this agreement or on expiry or termination of the same.

10.2 Safety of Material.

On written acknowledgement of condition of the goods loaded by the service provider or his authorized representative, it shall be deemed that the service provider has collected the acknowledged quantity in sound condition.

The Service provider shall take necessary precautions to protect the goods in its custody from loss or deterioration.

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The service provider shall be responsible for all loss, destruction or deterioration of or to the materials from any cause whatsoever while in transit or during handling. if there is short fall KCM shall recover from the contractor the full value of the product lost by the contractor during the course of transportation to the agreed destination.

11. FORCE MAJEURE

Force Majeure shall be deemed to be any cause beyond the reasonable control of Service Provider or KCM as the case may be, which prevents or impedes the due performance of this Agreement and which by due diligence the affected party is unable to avoid or overcome through its individual concerted effort (other than an obligation to pay moneys),. Force Majeure includes without limitation natural disasters, earthquake, cyclone, flood, lightning, land slide, fire, explosion, plague, epidemic, lockouts, war, riot, invasion, prohibition or embargo, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, confiscation of power by military, trade embargoes by order of Government, or any other act of Government or any public authority. This shall also include proceedings taken by or genuine disputes with any person claiming damage of the nature or nuisance, or proceedings taken by any Governmental Agency, which result in a decree for an injunction or other award of a court of competent jurisdiction preventing the supply by a party or of the Goods under this Agreement, but only where these proceedings or disputes are material.

For the avoidance of doubt, no industrial disruption of any kind, including boycotts shall constitute a Force Majeure event. The mere shortage of labour, materials or utilities shall not constitute a Force Majeure event unless caused by circumstances which are themselves Force Majeure events.

Should either party be prevented at any time by Force Majeure from meeting its Contractual obligations either totally or partially then the party affected thereby shall as soon as reasonably possible but not later than seven (7) days after becoming aware of the circumstances giving rise to the Force Majeure notify the other of the circumstances constituting the Force Majeure, the extent to which it will not be able to meet its Contractual obligations, as well as the period for which it anticipates such prevention will endure.

The party thus affected shall upon having given the aforesaid notice to the other be excused from compliance with its Contractual obligations to the extent of such prevention or restriction and shall promptly and diligently pursue appropriate action to enable it to perform its obligations under the Contract, except that such party shall not be obliged to settle any strike or other labour dispute on terms contrary to its wishes.

12. CONFIDENTIALITY

The Service provider shall not divulge or disclose any information, knowledge or material or the contents of any document or drawing, specifications, prices, quality, quantity and stock information, excise and custom duty details, returns and assessments, customer details, processes, policies and systems that the service provider may have in his possession or control by virtue of this agreement.

The service provider hereby undertakes to execute all such documents and agree to all secrecy and confidentiality covenants as may be required by SILL from time to time.

Each party will keep confidential all information disclosed to it by the other, whether verbally, in writing or by any other means, and neither party will copy or use any such information, except to carry out the purpose of the Contract. The parties agree that they shall at all times keep confidential all Confidential Information which

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any of them may acquire in relation to the business of any other party and in connection with this Agreement. Each of the parties shall ensure that their respective officers, employees, agents and representatives observe the same degree of confidentiality. The provisions of this Clause shall survive the termination of this Agreement.

13. RESOLUTION OF DISPUTES

In this clause the following expressions shall have the meanings set out against them:

- 13.1.** "Dispute" means a dispute or differences between the parties of any kind whatever in connection with or arising out of this Contract;
- 13.1.1** "The dispute date" means the date of written notice from either party to the other declaring a dispute in terms of this clause and detailing briefly therein the nature of the dispute.
- 13.2.** All disputes between the parties shall be determined in accordance with the provisions of this clause 20.
- 13.3.** Within a period of fourteen (14) days after the dispute date the appointed representatives shall meet to discuss the dispute and shall endeavour to resolve the dispute amicably and each party undertakes at such meeting to make full disclosure to the other of all information and documentation relating to the dispute.
- 13.4.** Their determination shall be final and binding and shall be carried into effect by the parties.
- 13.5.** Should the representatives be unable to resolve the dispute within a period of thirty (30) days after the same has been referred to them (hereinafter referred to as the "dead-lock date"), either party may within twenty-one (21) days from the dead-lock date refer the dispute to an independent expert for determination.

The following provisions shall apply to such referral:

- 13.5.1** The expert shall be appointed by agreement between the parties within fourteen (14) days from the dead-lock date, failing which the expert shall be appointed by the President of The Law Association of Zambia or his nominee from a list of four candidates of which two each shall have been nominated by KCM and the Service Provider respectively.
- Such nomination shall be made by the parties within thirty (30) days from the dead-lock date, failing which the President of the said Law Association of Zambia shall make an appointment from candidates nominated, or if no-one is nominated he may in his own discretion appoint an expert whom he deems fit;
- 13.5.2** The representatives shall endeavour to agree on the matters to be referred to the expert, failing which they shall independently refer such matters to the expert for determination as they may deem necessary;
- 13.5.3** The expert shall act in accordance with the spirit and principles of the Contract as an arbitrator, and his determination on any issue referred to him hereunder shall be final and binding on the parties;
- 13.5.4** The expert's costs shall be borne equally by the parties;
- 13.5.5** All proceedings shall be conducted informally and as inexpensively and expeditiously as possible at Lusaka or such other place as the expert may consider shall suit the balance of convenience under the circumstances.

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13.6. This clause is separable from the rest of the Contract and, therefore, will remain effective between the parties even if the Contract is terminated.

13.7. The decision of the expert shall be final and binding on the parties to the dispute and may be made an order of any competent court at the instance of the parties.

13.8. Unless and until otherwise ordered by the expert or agreed between the parties, the performance of the Contract shall continue during the proceedings and no payments or deliveries due under the Contract may be retained or suspended due to the referral of any matter to the said Chief Executives of the parties or the expert.

13.9. CONTACTS DETAILS.

Service Provider	KCM
XXXXXXXXXXXXX LTD, PLOT NO. XXX, XXXXXXX , XXXXX, XXX. REPUBLIC OF ZAMBIA ATTENTION : XXXXXX MOBILE: +26 09 TEL : +26 02 E-MAIL : <u>XXXXXX</u>	KONKOLA COPPER MINES PLC PRIVATE BAG KCM (C) 2000 FERN AVENUE, CHINGOLA REPUBLIC OF ZAMBIA +26 +26 boniface.mbewe@kcm.co.zm

14. DECLARATION BY SIGNATORIES

Each signatory to this contract declares and confirms that they have been duly authorised by the competent authority/authorities of their respective companies to negotiate, finalise and enter into this contract. The respective companies on whose behalf this contract has been signed unequivocally undertakes to abide and honour all terms and conditions of this contract without any demure, protest and delay under all circumstances.

15. GOVERNING LAW & JURISDICTION

All questions concerning the validity, operation, interpretation, and construction of this agreement shall be governed by and determined in accordance with the laws of Zambia.

In witness whereof the parties hereto have signed and executed this agreement on the date herein before mentioned

Signed, sealed and delivered by the within named parties in the presence of witnesses of social standing:

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APPENDIX 1

The Schedule of rates herein before referred to:
With Service Provider's own fuel

Item No.	Commodity	Route	Rate in ZMK
1.0	Copper Anodes	Nchanga to Nkana	XX/MT
2.0	Starter Sheets	Nkana to Nchanga	XX/MT
3.0	Scrap Copper	Nkana/Nchanga to Nchanga/Nkana	XX/Trip

For 3.0 any load >26 MT shall be billed as 26MT minimum.

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FOR AND ON BEHALF OF KONKOLA COPPER MINES Plc

Name:

Signature:

Designation:

Date:

WITNESS

Name:

Signature:

Designation:

Date:

FOR AND ON BEHALF OF THE SERVICE PROVIDER – VENDOR LTD

Name:.....

Signature:.....

Designation:.....

Date:

WITNESS

Name:.....

Signature:.....

Designation:.....

Date: