



**PURCHASE ORDER
TERMS AND
CONDITIONS**



1.0	<p>General. In these Terms and Conditions, the following words shall mean: (i) "Buyer" means BRAZAURO RECURSOS MINERAIS S.A.; (ii) "Delivery" means delivery of the Goods to the location specified on the Purchase Order; (iii) "Goods" means the articles to be supplied to the Buyer by the Supplier, along with any operating or maintenance manuals; (iv) "Price" means the rates or prices identified on the Purchase Order to be paid to Supplier for the Goods, that includes shipping costs according to the Incoterm specified on the Purchase Order; (v) "Purchase Order" means the binding agreement comprised of the Purchase Order Form and includes these Terms and Conditions and any specifications and other documents attached to such Purchase Order Form and referenced therein; (vi) "Site" means the site of the Tocantinzinho Gold Project held by Buyer and located in Para State, Brazil; and (vii) "Supplier" means the entity named as such or, as applicable, vendor on the Purchase Order.</p> <p>The Buyer and the Supplier are hereinafter sometimes referred to, collectively as the "parties" and, individually, a "party".</p> <p>These Terms and Conditions shall apply to the sale of Goods by the Supplier to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Supplier, unless the Buyer specifically states in writing, separately from these Terms and Conditions, that it wishes such Supplier standard or printed terms to apply and that they have been accepted by Buyer. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer.</p> <p>This Purchase Order shall not be assigned by Supplier and may be assigned by Buyer without Supplier's consent.</p>
2.0	<p>Governing Law. This Purchase Order shall be governed by the laws of the Federative Republic of Brazil.</p>
3.0	<p>Legal Notifications and Ordinary Course Communications. All legal notifications pertaining to the supply of the Goods shall be delivered to the Supplier at the Supplier's address indicated on the Purchaser Order. All legal notifications pertaining to the supply of the Goods shall be delivered to the Buyer's address indicated on the Purchase Order and to Fausto Caser (Supply Chain Manager, fcaser@gminingventures.com). All ordinary course communications pertaining to the supply of the Goods shall be delivered to the respective representatives of both parties as indicated on the Purchase Order.</p>
4.0	<p>Price. Payment Terms. As full compensation for provision and delivery of the Supply, the Supplier shall be paid the Price in accordance with the terms and conditions of this Purchase Order. The Supplier shall invoice the Buyer for the Price in accordance with Buyer's invoicing procedures after satisfactory Delivery of the Goods. Invoices must be issued with a Purchase Order (each time invoice is delivered) and a materials receipt certificate signed by the Buyer. The corresponding Purchase Order number must be included on the invoice. The Buyer shall pay all approved invoices within the payment terms indicated in this Purchaser Order.</p>
5.0	<p>Currency for Negotiation. Unless indicated otherwise on the Purchase Order, Prices in this Purchase Order are in US Dollars (USD). They are fixed prices and not subject to revision, increase or any type of adjustment due to currency fluctuations or other changes in Supplier's costs.</p>



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6.0

Preparation for Shipping, Packing and Marking. Prior to Delivery, the Supplier shall provide to the Buyer such documentation as reasonably requested, which may include technical information for the Goods, documentation required for project controls and documents required under applicable laws.

The Supplier shall ensure that the Goods are adequately protected from damage and deterioration during shipment and short-term storage having due regard for the conditions and environment at the Site, if applicable, and areas through which the Goods will traverse, to include climate, roads, and requirement for multiple handling. In packaging, marking and transporting the Goods, the Supplier shall abide by all regulations regarding the transportation of Goods and the protection of safety, health and the environment. The Price includes, among other things, packing, palletizing, shipment and handling unless otherwise expressly stated in the Purchase Order. The Supplier shall replenish as soon as possible, at own cost, and/or pay for damaged Goods resulting from improper packing or marking as determined by the Buyer upon receipt of the Goods.

If the Goods include or constitute dangerous, hazardous or toxic items, the Supplier must include material safety data sheets and clearly mark or label the Goods with appropriate information, must provide necessary shipping certification and must otherwise comply with all applicable laws. The Purchase Order number and item Number shall appear on all freight bills, dispatch and delivery receipts, freight forwarder receipts, bills of lading, certificates of origin and any other related documents. All shipments of Goods shall be accompanied by a packing slip. The packing slip shall show type of package, gross weight and dimensions of each package. The packing slip shall also describe the Goods, the quantities shipped, the Purchase Order number, item number and the date shipped. The Supplier shall submit a copy of this packing slip to the Buyer's representatives specified by Buyer at the time of the Purchase Order or shipment. When shipment of Goods is packed in wooden boxes, the packing slip shall be placed in a suitable waterproof plastic envelope attached to the outside of the box by means of heavy-duty adhesive tape or other transit durable method of fastening. When the Goods are shipped loose or on skids, the packing slip shall be protected by a suitable waterproof plastic envelope and shall be fixed at a location to protect it from unintentional removal during transit. In the case of multiple items covered by one packing slip, the case or piece to which the packing slip is attached shall be clearly identified and all others shall have affixed a label indicating the case or piece number which has the packing slip. The markings on materials must be fully legible and visibly and must include the following information:

CONSIGNEE / SHIPPING MARKS

BRAZAURO RECURSOS MINERAIS S.A.

Travessa Jeronimo Belford Campos,174 – Boa Esperança

Itaituba – Pará CEP (Zip code) 68.182-204PO#:

ITEM#:

BOX ___ of ___

When the Goods are shipped disassembled, each part shall be tagged with a unique identifying number, and the tag shall also indicate the total number of parts for the assembly. If applicable, each part shall also be identified with the number set out in the Buyer's certified drawings. All cases and fabricated pieces shall have the following marking stenciled on with black paint, with all required information filled in by the Supplier, using letters no smaller than 5cm high on at least 2 sides of each crate:

PURCHASE ORDER/ITEM NUMBER: _____

SUPPLIER NAME: _____

CRATE NUMBER: ___ OF ___

GROSS WEIGHT KG: _____

WEIGHT KG: _____

DIMENSIONS CM (L x A x A) _____

Costs arising from failure of Supplier to follow proper packaging, marking and transporting procedures and instructions as specified in this Purchase Order shall be Supplier's responsibility.

7.0	<p>Inspection. The Buyer retains the right to inspect, test and approve all Goods received under a Purchase Order, either before or after delivery of the Goods, to ensure compliance with the specifications and requirements of the Purchase Order. In this regard, the Buyer or its agents shall have full and free access to the Goods, and at all reasonable times, be entitled to inspect the Goods with regards to compliance with specifications, quality, progress and other requirements under the Purchase Order. Any inspection carried out (whether before or after delivery of the Goods), or lack of inspection, or checking, or approval of the Goods, shall not discharge the Supplier from its obligation to supply and deliver Goods that are strictly in conformity with the requirements of the Purchase Order.</p>
8.0	<p>Compliance. The Supplier agrees to strictly comply with and ensure that its employees, agents and representatives strictly comply with all applicable laws, including but not limited to those relating to labor, occupational health and safety, environment, mine safety and taxation. The Supplier further agrees to comply with all applicable laws prohibiting bribery and corrupt business practices. The Supplier shall comply with the Code of Ethics & Business Conduct of G Mining Ventures Corp., the parent company of the Company, a copy of which is posted on the latter’s website at www.gminingventures.com and as may be updated from time to time.</p> <p>The Supplier covenants that it, its employees, agents and representatives shall not offer, promise or deliver to any employee or representative of the Buyer, any government official or any other person, any bribe, gift, gratuity, payment or other thing of value to reward or influence acts or decisions or to secure an improper advantage in relation to this Purchase Order. Supplier’s violation of this Paragraph 8 shall be considered a material breach of this Purchase Order. The Supplier hereby agrees to comply with the U.S. Foreign Corrupt Practices Act, Canada’s Corruption of Foreign Public Officials Act and any other anti-bribery Law as may apply, now or in the future, to the parties. The Supplier further agrees to comply with the Anti-Bribery & Anti-Corruption Policy of G Mining Ventures Corp., the parent company of the Company, a copy of which is posted on the Corporation’s website: https://www.gminingventures.com, and as may be updated from time to time. The Supplier acknowledges having received and shall comply with the Buyer’s other policies which are posted on the aforementioned website.</p>
9.0	<p>Warranty. The Supplier warrants to the Buyer that the Goods covered by this Purchase Order will strictly comply with the specifications in this Purchase Order, will be new, of good quality, of good materials, design and workmanship, free from defects and will properly function in the conditions at Site, of which the Supplier declares it is aware. All of the Supplier’s warranties with respect to the Goods shall have a minimum duration of three hundred sixty (360) days from Delivery. The Supplier shall at its own expense repair or replace any Goods which fails to conform to the requirements of this Purchase Order or those contained in any technical specifications which accompany this Purchase Order. All repairs and replacements by the Supplier shall be subject to the foregoing warranty and obligations for a minimum period of three hundred sixty (360) days from the completion of such repair or replacement.</p>
10.0	<p>Delivery. It is a condition of this Purchase Order that Delivery be completed on the date(s) specified in the Purchase Order. Time is of the essence with respect to delivery. In the event of delay in Delivery, the Supplier shall notify the Buyer forthwith. If the Supplier is unable to make Delivery within the time stipulated (or within any extension of time granted by the Buyer), the Buyer will be entitled to liquidated damages from the Supplier. The amount payable as liquidated damages shall be (a) calculated on a daily basis from (and including) the first calendar day following the date on which the Delivery should have occurred (b) payable at a rate of 1% of the Price stated on the Purchase Order for the delayed Goods for each full day of delay, and (c) not to exceed 10% of the Price. The Supplier agrees with the Buyer that liquidated damages shall be payable whether or not the Buyer incurs or mitigates damages and that the Buyer shall not have any obligation to mitigate any such damages. If Delivery does not occur within 11 calendar days of the date(s) specified in the Purchase Order, the Buyer may at its discretion cancel the Purchase Order without any payment to the Supplier and may at its option claim the liquidated damages owed by the Supplier pursuant to this paragraph.</p>
11.0	<p>Suspension of the Purchase Order. The Buyer may suspend in writing, at any time and for any reason whatsoever, all or part of the Purchase Order. Upon receiving notice of suspension, the Supplier shall cease performance of the Purchase Order as instructed. The Supplier must preserve and maintain the Goods so that it may resume performance upon Buyer’s notice of the end of the suspension period. The Buyer shall reimburse the Supplier for the cost of storage during the suspension period without mark-up. The Supplier must restart performance of this Purchase Order within forty-eight (48) hours of receiving the Buyer’s notice with such instruction. The parties shall adjust the date(s) by which Delivery must be completed in the event of suspension.</p>
12.0	<p>Cancellation of the Purchase Order. Upon notice to the Supplier, the Buyer may cancel this Purchase Order at any time if Supplier fails to comply with the terms of this Purchase Order or if the Supplier becomes insolvent or bankrupt. If Delivery, in full or in part, has occurred at the time of termination, the Buyer shall only be liable to pay to the Supplier the Price for those Goods which conform to the Purchase Order.</p>



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13.0	<p>Title and Risk. Force Majeure. Liability and Indemnity. Risk in the Goods shall pass to the Buyer upon Delivery, unless otherwise specified in the Incoterm expressly indicated in the Purchase Order.</p> <p>Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances which fall under the scope of force majeure as per the applicable law, , and the Party affected by such event shall be entitled to a reasonable extension of its obligations in these circumstances. If the delay persists for such time as the affected Party considers unreasonable, it may, without liability on its part, cancel this Purchase Order.</p> <p>The Supplier shall hold the Buyer harmless from any loss and payment for claims, lawsuits, litigation, legal actions or recovery from third parties. Any damage resulting from the Supplier’s breach of a term of this Purchase Order shall be limited to the aggregate Price for the Goods. Nothing contained in these Terms and Conditions, however, shall be construed to limit or exclude the liability of the Supplier for death or personal injury because of the Supplier’s actions, omissions or negligence or for a breach of the requirements set out in clause 8.0 – “Compliance”.</p>
14.0	<p>Confidentiality. No Publicity. The Supplier agrees (i) to treat as confidential and proprietary, (ii) not to disclose to others, during or subsequent to the term of this Purchase Order, and (iii) not to use, except for purposes of providing the Supply, without the express prior written consent of the Buyer, any non-public, proprietary and confidential information of the Buyer and regarding the Site, whether verbal or written, in the performance of this Purchase Order.</p> <p>The Supplier shall not issue any information, news release, publication, advertisement, document, photograph or article for publication concerning the Site or the Buyer or this Purchase Order in any news media or to the public without prior written approval of the Buyer.</p>
15.0	<p>Disputes. Any disputes between the Parties in relation to the interpretation or execution of this Purchase Order shall be resolved before the Courts of the city of Belo Horizonte, Minas Gerais State, Brazil, with exclusion of any other Court or forum.</p>