

1.0	<p>General. Governing Law. In these Terms and Conditions, the following words shall mean: (i) "Buyer" means BRAZAURO RECURSOS MINERAIS S.A., as specified on the Service Order; (ii) "Delivery" means the performance of the Services at the time and location specified on the Service Order; (iii) "Price" means the rates or prices identified on this Service Order to be paid to Supplier for the Services; (iv) "Services" means the services to be performed to the Supplier by the Buyer; (v) "Service Order" means the binding agreement comprised of the Service Order Form and which includes these Terms and Conditions and any specifications and other documents attached to such Service Order Form; (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 the services provider on the Service 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 provision of Services 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 Service Order shall not be assigned by Supplier and may be assigned by Buyer without Supplier's consent.</p> <p>This Service Order shall be governed by the laws of the Federative Republic of Brazil.</p>
2.0	<p>Legal Notifications and Ordinary Course Communications. All legal notifications pertaining to the services shall be delivered to the Supplier at the Supplier's address indicated on the Service Order. All legal notifications pertaining to the services shall be delivered to the Buyer's representative indicated on the Service Order and to Fausto Caser – Supply Chain Manager, fcaser@gminingventures.com. All ordinary course communications pertaining to the Services shall be delivered to the respective representatives of both parties as indicated on the Service Order.</p>
3.0	<p>Payment Terms. The Supplier shall invoice Buyer for the Price in accordance with Buyer's invoicing procedures after satisfactory conclusion of the Services. The Supplier shall only issue an invoice after the Buyer has released the services Entry Receipt (SES), accordingly to the Buyer's invoicing procedures. The corresponding Service Order number must be included on the invoice. The Buyer shall pay all approved invoices in the number of days indicated in this Service Order.</p>
4.0	<p>Price Adjustments. As full compensation for performance of the Services, the Supplier shall be paid the Price in accordance with the terms and conditions of this Service Order. The Price in this Service Order is a fixed prices and not subject to revision, increase or any type of adjustment, unless agreed in advance with the Buyer.</p>
5.0	<p>Relationship. Nothing contained in the Service Order shall create any contractual relationship between the Buyer and the Supplier's employees or subcontractors. The Supplier agrees that it is an independent Supplier and agrees to relieve the Buyer of any responsibility or liability for treating the Supplier's employees as employees of the Buyer for the purpose of their safety or of keeping records, making reports or paying of any payroll taxes or contribution. The Supplier shall not assign or subcontract these Services in whole or in part, without first obtaining the Buyer's formal consent in writing.</p>
6.0	<p>Inspection. The Buyer retains the right to inspect, test and approve all Services received under a Service Order to ensure compliance with the specifications and requirements of the Service Order. In this regard, the Buyer or its agents shall have full and free access to the Services, and at all reasonable times, be entitled to inspect the Services with regards to compliance with specifications, quality, progress and other requirements under the Service Order. Any inspection carried out (whether before, during or after Delivery of the Services), or lack of inspection, or checking, or approval of the Services, shall not discharge the Supplier from its obligation to supply Services that are strictly in conformity with the requirements of the Service Order.</p>

<p>7.0</p>	<p>Compliance. The Supplier represents that it is fully experienced and properly equipped, organized, financed, licensed and qualified to perform the Services in the location in which the Services are to be performed. The Supplier shall ensure that the Services comply with applicable law, and any permits, licenses and approvals required and conform to the scope of Services, specifications, the technical documents, manufacturers’ instructions and all requirements of the Service Order. The Supplier shall perform the Services in a safe, expeditious, proficient and professional manner, in accordance with good industry practice. 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, environmental, 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 Service Order. Supplier’s violation of this Paragraph 7 shall be considered a material breach of this Service 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. Supplier acknowledges having received and shall comply with the Buyer’s other policies which are posted on the aforementioned website.</p>
<p>8.0</p>	<p>Warranty. Supplier warrants to Buyer that the Services covered by this Service Order will strictly comply with the specifications in this Service Order, will be free from defects and will properly function in the conditions at Site, of which the Supplier declares it is aware. All of Supplier’s warranties with respect to the Services shall have a minimum duration of three hundred sixty (360) days from the completion of the Services. Supplier shall at its own expense reperform any Services which fail to conform to the requirements of this Service Order, upon simple request by Buyer. All reperformance by Supplier shall be subject to the foregoing warranty and obligations for a period of three hundred sixty (360) days from the completion of such repair or replacement, unless applicable law provides for a more extensive period of warranty, in which case the period determined by the applicable law shall be observed by Seller.</p>
<p>9.0</p>	<p>Delivery. It is a condition of this Service Order that the Services be performed at the time and location specified on the Service Order. In the event of delay, the Supplier shall notify the Buyer forthwith. If the Supplier is unable to Deliver the Services 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 Services should have occurred (b) payable at a rate of 1% of the Price stated on the Service Order for the delayed Services for each full day of delay, and (c) not to exceed 10% of the Service Order 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 Services do not occur within ten (10) calendar days of the date(s) specified in the Service Order, the Buyer may upon notice cancel the Service 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>
<p>10.0</p>	<p>Suspension of the Service Order. The Buyer may suspend in writing, at any time and for any reason whatsoever, all or part of the Service Order. Upon receiving notice of suspension, the Supplier shall cease performance of the Service Order as instructed. The Supplier must preserve and maintain the Services so that it may resume performance upon the Buyer’s notice of the end of the suspension period. The Buyer shall reimburse the Supplier for the cost incurred during the suspension period without mark-up. The Supplier must restart performance of this Service 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>
<p>11.0</p>	<p>Cancellation of the Service Order. Upon notice to the Supplier, the Buyer may cancel this Service Order at any time if Supplier fails to comply with the terms of this Service Order or if the Supplier becomes insolvent or bankrupt. If the Services have been partially performed at the time of termination, the Buyer shall only be liable to pay the Supplier the Price for those Services which have been performed and which conform to the Service Order.</p>
<p>12.0</p>	<p>Records. The Supplier shall maintain complete and accurate accounting records to substantiate amounts paid for the Services, and the Supplier shall retain such records for a period of five (5) years from the date of final payment.</p>



**SERVICE ORDER
TERMS AND
CONDITIONS**



13.0	Force Majeure. 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, provided that the affected Party provide to the other Party written notice of the event or circumstance within three (3) calendar days of its occurrence. Upon mutual agreement, the affected Party 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, the affected Party may without liability on its part cancel part or all of this Service Order.
14.0	Indemnity. The Supplier shall hold the Buyer harmless from any loss and payment for claims, lawsuits, litigation, legal actions or recovery from third parties. Any damages resulting from the Supplier's breach of a term of this Service Order shall be limited to the aggregate Price for the Services. 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 7 – "Compliance".
15.0	Site Rules. In the event the Supplier or any of its employees or agents is required to visit the Site, the Supplier shall be responsible for the costs related to or arising out of any visit, which may include medical treatment, medical evacuations or hospitalization for its employees, agents and representatives. The Supplier agree that any personnel who visit the Site on its behalf shall be competent, skilled and fit to represent the Supplier and provide the Services. The Supplier further agrees that any personnel who visit the Site on its behalf comply with all Buyer's policies, rules and requirements with which its employees and invitees are required to comply. The Supplier further agrees to furnish proof of insurance in respect of such personnel prior to their arrival at Site upon Buyer's request.
16.0	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. 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.
17.0	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.