

RUPERT EXPLORATION FINLAND OY

RUPERT FINLAND OY

General terms and conditions of Procurement

General

These general terms of procurement ("General Terms") apply to all procurements made by the Finnish subsidiaries of Rupert Resources Ltd. ("Customer") from service providers, suppliers, and contractors ("Supplier"). These General Terms form an integral and inseparable part of the agreement ("Agreement") between the Customer and the Supplier. All goods, products, services, licenses, software, or other procurement items acquired by the Customer under these General Terms are collectively referred to as "Procurement."

Other terms, such as the Supplier's general terms of agreement or delivery terms, shall only apply to the Customer, either in whole or in part, if expressly confirmed in writing by the Customer in the order.

Formation of Agreement

An Agreement between the Customer and the Supplier (hereinafter each referred to individually as "Party" or collectively as "Parties") is formed when:

- Both Parties have signed the Agreement
- The Customer has received and confirmed the Supplier's written order confirmation

unless otherwise stated in these General Terms or the Customer's confirmation.

The Supplier is not entitled to commence fulfilling the Agreement before it has come into effect. Any actions taken prior to the Agreement's effective date are at the Supplier's own risk and expense, and do not bind or obligate the Customer.

Customer's premises:

Rupert Exploration Finland Oy

Office: Toivonniementie 1, 99600 Sodankylä, Finland
Sample handling: Kairajuntintie 2, 99600 Sodankylä, Finland

Rupert Finland Oy

Office: Toivonniementie 1, 99600 Sodankylä, Finland.
Mining area: Pahtavaarantie 440, 99655 Sattasvaara, Finland.

Supplier's General Obligations

Resources and Quality

The Supplier shall allocate the necessary personnel and other resources to fulfill the Procurement and is responsible for ensuring that the order is completed according to the agreed schedule, with high quality and professionalism, adhering to good technical and commercial practices as well as applicable standards and regulations.

Conformity of Procurement

The Procurement must fully comply with the Agreement and be suitable for the purpose specified in the Agreement or otherwise known to the Supplier. The Supplier is responsible for clarifying with the Customer if additional information is needed to deliver the Procurement. The Supplier bears full responsibility for fulfilling its obligations under the Agreement.

The Procurement must meet all necessary legal and regulatory requirements, as well as agreed specifications, quality requirements, and applicable industry standards and

	regulations, including but not limited to fire safety, environmental, structural, equipment, and occupational and other safety regulations.
Subcontractors	If the Procurement is a service or a contract, the Supplier is not entitled to use subcontractors without the Customer's prior written consent. The Supplier is responsible for the work of subcontractors as if it were its own.
Changes to the Procurement	The Supplier is not entitled to make changes to the Procurement as specified in the Agreement without the Customer's written consent. The Supplier shall immediately notify the Customer in writing of any need for changes related to the Procurement or other significant matters as soon as the Supplier becomes aware of them.
Sanctions	The Supplier agrees to comply with international and national sanctions, restrictions, export controls, and trade regulations that may affect the Procurement and its implementation under the Agreement. The above sanctions, restrictions, export controls, and trade regulations refer to laws, regulations, embargoes, prohibitions, restrictions, decisions, enforcement orders, or notices issued by the United Nations, the European Union, Finland, and the United States (or authorities acting on their behalf) related to economic, financial, or political sanctions directed at states, companies, legal entities, or individuals. The Supplier warrants that delivering and using the Procurement as specified in the Agreement does not violate any applicable sanctions, restrictions, or export controls. The Supplier agrees, upon request, to provide the Customer with information about its direct or indirect owners, subcontractors, and other beneficiaries. The Supplier also agrees to notify the Customer immediately if sanctions or export controls on the Procurement change during the term of the Agreement or if the Procurement-related actions may directly or indirectly involve sanctioned entities.
Contractor's liability	If the Agreement between the Parties falls under Finnish Contractor's Liability Act (Act on the Contractor's Obligations and Liability when Work is Contracted Out) (22.12.2006/1233, as amended), the Supplier must register in the electronic contractor's liability data service and keep its information up to date for the duration of the Agreement. If the Supplier is not registered, it must provide the Customer with updated information in accordance with the Contractor's Liability Act before the Agreement becomes effective and promptly notify the Customer of any changes. The Customer has the right to verify the Supplier's compliance with the Contractor's Liability Act. If the Supplier does not fulfill these obligations, the Customer has the right to suspend the implementation of the Agreement, withhold payments, or terminate the Agreement without liability for compensation.
Insurance	The Supplier shall maintain adequate and comprehensive insurance coverage, including sufficient product liability insurance as per industry standards and any other necessary insurance to cover damage arising from the Supplier's activities. The obligation to insure does not limit or remove the Supplier's liabilities or obligations under the Agreement.
Warranty	Unless otherwise agreed, a minimum warranty period of twelve (12) months applies to all Procurements. All defects discovered during the warranty period are covered by the warranty, and the Supplier is responsible for all costs related to the shipment, return, and re-delivery of defective, warranty-repaired, and replacement items.
Confidentiality Obligation	The Supplier agrees to keep confidential all information obtained from the Customer during or in connection with the Agreement, regardless of the format of the materials or information. All information that is marked as confidential or reasonably understood to be confidential is considered confidential, whether it is technical, financial, or commercial in nature. Confidential information may only be used for fulfilling the Agreement and may be disclosed only to employees and subcontractors who have a necessary need to know. The Supplier shall, where necessary, ensure by confidentiality agreements that the Customer's confidential information remains confidential.

The confidentiality obligation does not apply to information that is publicly available or that a Party has received without any obligation of confidentiality.

Upon termination of the Agreement, the Supplier shall cease using the Customer's confidential information and return all such materials and information, including copies, upon the end of the Agreement or when the Supplier no longer needs the information for the purpose of the Agreement.

The confidentiality obligation remains in effect for the duration of the Agreement and for five years following its termination.

Data Security and Privacy Obligation

The Supplier agrees to comply with the Customer's data security requirements in effect at the time as well as generally recognized good data security practices. This includes, among other things, the obligation to promptly notify the Customer of any data security breaches and the responsibility to ensure that any subcontractors comply with the same data security obligations. The Supplier shall provide the Customer with an account of its data security practices upon request.

If the Supplier processes personal data on behalf of the Customer, it agrees to enter into a separate data processing agreement and to always implement adequate technical and organizational security measures to protect personal data.

Delivery of the Procurement

Delivery Time

The Supplier understands that timely delivery is particularly important to the Customer and agrees to deliver the Procurement on time as per the schedule agreed in the Agreement.

The delivery time must be communicated to the Customer's contact person at least two (2) business days before the arrival of the delivery. Unloading and loading can only take place Monday-Friday between 8:00 AM and 3:00 PM.

If no specific delivery time has been agreed upon, the Procurement shall be delivered at the time designated by the Customer. The Customer is not obligated to accept partial, early, or delayed deliveries.

Delivery Terms

The delivery terms shall be based on Incoterms 2020 delivery terms. The specific delivery terms shall be agreed upon on a case-by-case basis. Unless otherwise agreed, the applicable delivery term is DDP (Delivered Duty Paid) to the Customer's designated location.

If the Procurement involves the transport of dangerous goods as defined in the Finnish Act on Transport of Dangerous Goods (719/1994), the Supplier must notify the Customer well in advance and no later than four (4) days before delivery, and provide necessary information regarding delivery, transport, and receipt.

Transfer of Ownership

The risk in the Procurement shall transfer according to the delivery term, unless otherwise agreed. Ownership of the Procurement transfers from the Supplier to the Customer when the risk transfers.

Special Terms for Work and Services at Customer's Premises

The Supplier agrees to comply with Finnish labor laws and working time regulations. This also applies to the Supplier's contractors and their potential subcontractors.

The Customer has the right to give binding instructions for work at the Customer's premises, and the Supplier is required to instruct its employees and subcontractors on the Customer's guidelines.

The Supplier agrees to comply with, including but not limited to, the following requirements when working at the Customer's premises:

- Working alone at any of the Customer's sites and work areas is prohibited without separate permission.
- Bringing visitors to the work area without the Customer's permission is strictly prohibited.
- Photography at the Customer's and its subsidiaries' premises and work areas is prohibited. Separate, written permission from the Customer is always required for photography and the publication of photos.
- Bringing intoxicants to the company's premises or working under the influence of such substances is strictly prohibited.
- Smoking is permitted only in specifically designated areas.

In addition, the Supplier agrees to follow the guidelines described below and any other instructions provided by the Customer.

Personal Protective Equipment

When working at the Customer's premises, the Supplier is responsible for providing personal protective equipment for all its employees and subcontractors. Safety shoes and high-visibility clothing are required at the Pahtavaara mine site and the Kairajuntie premises. At drilling sites, safety shoes, high-visibility clothing, chinstrap helmets, safety glasses, and hearing protection are required.

Security

Everyone working at the Customer's premises is required to make proactive safety and environmental observations to prevent accidents, damage, and incidents. Notifications must be made immediately to the Customer's incident management system. Access to the system does not require login credentials.

<https://app.falcony.io/rupert-finland-oy/links/new/report>

Safety training

Before starting the Procurement, all employees of the Supplier, as well as any subcontractors, must complete the Customer's safety orientation.

Receipt of the safety orientation shall be electronically signed in the Customer's electronic system, where the validity information of the occupational safety card and, if applicable, the first aid card will also be recorded.

Working in the field

The Supplier must always notify its own supervisors as well as the Customer of the individuals currently working in the field.

Price and Payment Terms

Pricing

The price of the Procurement is specified in the Agreement. The specified price is the only compensation payable to the Supplier. Therefore, the Supplier is not entitled to charge any additional fees, such as billing or delivery fees.

Unless otherwise agreed in writing between the Parties in advance, the price includes all costs related to the Procurement, such as travel and accommodation expenses, wage costs, per diems, overtime pay, any permits and regulatory approvals, transportation and delivery costs (including handling, storage, packaging, and loading), as well as any other additional costs.

Price Changes

The Supplier is not entitled to unilateral price changes.

Payment Schedule

The Customer is not obligated to make advance payments unless previously agreed in writing. Unless otherwise agreed, the Procurement shall be paid in full after delivery, in accordance with the payment terms.

Billing Instructions

Company: Rupert Exploration Finland Oy
Business ID: 3142806-9

Address: Toivonniementie 1, 99600 Sodankylä, Finland
Payment Terms: 30 days
Late Payment Interest: 11%
Reference: Purchase Order Number / Customer contact person at
Rupert Exploration Finland Oy

E-invoicing Details:

Operator: Apix Messaging Oy (003723327487)
E-invoice Address: 003731428069
OVT Identifier: 003731428069

If you use one of the following operators: Danske Bank Oyj / Handelsbanken / Local
Osuuspankki / Säästöpankki

Operator: Danske Bank Oyj (DABAFIHH)
E-invoice Address: 003723327487
OVT Identifier: 003723327487

Email Invoices: 003731428069@procountor.apix.fi

The invoice and its attachments should be submitted as a single PDF file attachment.
Only one invoice per email. After submission, an acceptance or rejection notification will
be sent to the sender's email within 15 minutes.

Paper Invoices: Rupert Exploration Finland Oy (Apix Skannauspalvelu)
PL 16112, 00021 LASKUTUS

To ensure correct processing, this billing address must also be printed on the invoice
itself, not just on the envelope.

Company: **Rupert Finland Oy**
Business ID: 2764404-1
Address: Toivonniementie 1, 99600 Sodankylä, Finland
Payment Terms: 30 days
Late Payment Interest: 11%
Reference: Purchase Order Number / Customer contact person at Rupert Finland
Oy

E-invoicing Details:

Operator: Apix Messaging Oy (003723327487)
E-invoice Address: 003727644041
OVT Identifier: 003727644041

If you use one of the following operators: Danske Bank Oyj / Handelsbanken / Local
Osuuspankki / Säästöpankki

Operator: Danske Bank Oyj (DABAFIHH)
E-invoice Address: 003723327487
OVT Identifier: 003723327487

Email Invoices: 003727644041@procountor.apix.fi

The invoice and its attachments should be submitted as a single PDF file attachment.
Only one invoice per email. After submission, an acceptance or rejection notification will
be sent to the sender's email within 15 minutes.

Paper Invoices: Rupert Finland Oy (Apix Skannauspalvelu)
PL 16112, 00021 LASKUTUS

To ensure correct processing, this billing address must also be printed on the invoice
itself, not just on the envelope.

Other Terms

Intellectual Property Rights

The Agreement does not transfer any intellectual property rights to existing or future materials developed or acquired by either Party. Unless otherwise agreed in writing, all intellectual property rights related to the Procurement remain the property of the Supplier. However, the Supplier grants the Customer a permanent, irrevocable, unrestricted, non-exclusive, worldwide, royalty-free right to use the Procurement and exploit it directly or through third parties. This right includes the Procurement in its entirety, including its outcomes, any embedded software, and other intellectual property owned by the Supplier. The Customer is entitled to modify and further develop the licensed materials.

The Supplier warrants that the Procurement does not infringe upon the intellectual property rights of third parties and agrees to compensate for any claims made by third parties.

Impact of Sanctions or Export Restrictions

If, during the term of the Agreement, sanctions or export restrictions prevent the fulfillment of the Agreement, in whole or in part, the Parties agree to negotiate a solution. If necessary, the Agreement may be suspended or terminated without either Party being liable for any resulting costs or damages.

Delay

If the Supplier anticipates a delay in the delivery of the Procurement or any other obligation, or considers it likely that a delay will occur, the Supplier shall immediately notify the Customer in writing. Any incorrect, incomplete, or partial Procurements are considered delayed until the defect is corrected, or the Procurement is delivered in full.

If the Procurement is delayed for any reason other than one attributable to the Customer or a force majeure event affecting the Supplier, the Supplier shall pay a delay penalty of three (3) percent of the delivery price per week of delay, up to a maximum of fifteen (15) percent of the total delivery price.

The Customer is entitled to the delay penalty without demonstrating that it has suffered damage due to the Supplier's delay, and the delay penalty does not limit the Customer's right to claim further compensation for damages.

The Supplier is responsible for proactively deducting delay penalties from the invoices to be submitted.

Damages

The Parties have the right to compensation for direct damages. Direct damages include, but are not limited to:

- Replacement, return, and repair costs.
- Compensation to third parties, including the Customer's clients (including compensation resulting from the Supplier's intentional act or negligence).
- Work done by the Customer or a third party; and
- Cover purchases and associated costs.

The Parties are not liable to each other for indirect or consequential damages, including, but not limited to, lost profits, reduction in market share, production losses, or similar damages.

Limitations of liability do not apply to damages caused intentionally or through gross negligence.

Force Majeure

If a force majeure event prevents or delays compliance with any contractual provision, the Party is exempt from fulfilling that provision for the duration of the event. A force majeure event is considered an event beyond the control of the Party that could not have been reasonably foreseen or prevented, such as war, general labor disputes, or natural events.

Termination of Agreement

An indefinite Agreement may be terminated by the Customer with a one (1) month notice period. If terminated by the Supplier, the notice period is three (3) months.

A Party has the right to terminate the Agreement without notice by providing written notification to the other Party if:

- The Party materially breaches the Agreement. A material breach includes, among other things:
 - A situation in which the other Party intentionally or negligently violates sanctions or export restrictions. In such a case, the other Party is entitled to immediately terminate the Agreement and seek compensation for any resulting damages.
 - There is a defect in the Procurement that the Party fails to remedy within seven (7) days of receiving notice of the defect from the other Party.
- The financial conditions or other circumstances of a Party are found to have changed so significantly that it can no longer reasonably be expected to fulfill its obligations under the Agreement; or
- A Party is declared bankrupt, or it is evident that the Party will be declared bankrupt, enter restructuring proceedings, or be subjected to any similar arrangement or procedure.

Governing Law

The Agreement and these General Terms are governed by Finnish law, excluding its choice of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

Dispute Resolution

Disputes will primarily be resolved through negotiation. If no agreement can be reached, the dispute shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland. The arbitration shall take place in Helsinki, Finland, in Finnish. The arbitration panel shall consist of a single arbitrator.

Validity

These General Terms are valid indefinitely starting from October 1, 2024. The Customer may amend these General Terms by notifying the Supplier in writing at least thirty (30) days before the amendments take effect. The amended terms apply to Procurements made after the amendments.