

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Horizon Client Access, Inc.

2. Registration Number

6918

3. Name of Foreign Principal

Kinross Gold Corporation

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/22/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide advocacy and research services for the Principal with regard to the Principal's project in Ghana.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Meetings with US government officials in the US Embassy in Ghana and the State Department.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

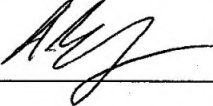
EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/07/2024	Aleksandr Zaslavskiy	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Aleksandr Zaslavskiy
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 709 959 749" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>10/7/2024</u>	<u>ALEXANDR ZASLAVSKIY</u>	

Appendix Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide strategic advisory services in support of the Principal's, and its subsidiary's, efforts to manage and mitigate issues resulting from the operational audit of the Chirano gold mine conducted by the Ghanaian Ministry of Lands and Natural Resources and the subsequent government correspondence in respect of such audit.

2. Engage with key stakeholders on behalf of the Principal to advocate the Principal's position, including with relevant government officials in Ghana, U.S. government officials, Canadian government officials, officials of multi-lateral organizations and relevant influential members of civil society (such as an industry associations).

The Principal's strategic goals are (i) to have claims against the Principal by the Ghanaian government withdrawn, (ii) have a credible, mutually acceptable and independent third-party complete a review the audit findings and the Principal's objections to these findings, and (iii) provide an assessment of the situation.

Horizon Client Access, Inc.
PO Box 20694
New York, NY 10011
Tel: +1 212 477 0022 Fax: +1 212 477 2288

ORDER FORM

Effective Date: December 2, 2022

Client: Kinross Gold Corporation
Address: 25 York Street, 17th Floor
Toronto, Ontario M5J 2V5
Canada

Subject to dual signature of this Order Form, the Client set forth above (the “Client”) and Horizon Client Access, Inc. (“Horizon”) agree as follows:

This agreement will supersede the previous agreement signed by Kinross and Horizon with the Effective Date October 24, 2022.

Service Agreement: This Order Form is subject to the Terms of Service, attached as Exhibit A, (the “Agreement”), which is incorporated by reference. To the extent this Order Form conflicts with the Agreement, the terms and conditions of this Order Form will control. All capitalized terms not otherwise defined here have the meaning stated in this Agreement.

Services and Pricing: In accordance with our discussions, Horizon agrees to provide Client with access to Horizon’s Country Insights services and Client agrees to pay the fees as detailed in Table A below.

Country Insights provides political risk research and analysis on emerging market countries. The service focuses on the political, social and security issues for companies in the extractive industries.

TABLE A			
Service	Country	Term	Amount Due
Country Insights*	Mauritania	November 1, 2022 – October 31, 2023	\$72,000
Country Insights*	Mauritania	November 1, 2023 – October 31, 2024	\$77,400

** In addition to Horizon’s Country Insights on Mauritania, Horizon will provide Kinross Gold Corporation with an elections monitoring service that analyzes the outlook for parliamentary and presidential elections in Mauritania scheduled for 2023 and 2024. The monitoring service will draw out implications for key stakeholders for Kinross Gold and assess the impact of forthcoming political changes on the investment environment for the company in Mauritania.*

All employees of Client and its affiliates may have access to the above-mentioned services, provided that each person with access to the Services abides by the Agreement.

Invoicing Terms: 30 days from the date of invoice. Invoices will be issued semi-annually.

Effective November 1, 2023 through October 31, 2024, Kinross will have the right to terminate this agreement by providing 90 days written notice to Horizon.

Term and Termination: This Order Form takes effect as of the Effective Date and will remain in effect for the subscription term detailed above (the "Initial Term"). Thereafter, this Order Form will automatically renew for additional one (1) year terms at the previous Terms Access Fees plus 3.5% (the "Subsequent Terms" and collectively with the Initial Term, the "Term"), until either (a) the Agreement is terminated pursuant to its terms, or (b) either party provides written notice to the other party of intent to opt out of a Subsequent Term 30 days prior to its commencement.

Miscellaneous: This Order Form together with its exhibits constitutes the entire understanding regarding the subject matter herein and supersedes all prior or contemporaneous agreements (whether written or oral) regarding the same. This Order Form may only be amended in a writing signed by both Parties, provided that Horizon reserves the right to change the fees in Subsequent Terms upon 30 days' prior written notice.

All employees of Horizon and all those acting for or on the company's behalf, are strictly prohibited from offering, paying, soliciting or accepting bribes or kick-backs, including facilitation payments. Third parties, contractors, agents, representatives and intermediaries who act on behalf of the company must comply with these anti-bribery provisions or a comparable code of conduct. All Horizon employees are required to assist in tackling corruption.

Horizon will be entitled to the costs and fees it incurs in the course of collecting overdue amounts under this letter agreement, including the reasonable fees of its attorneys. In no event will Horizon's maximum aggregate liability in connection with the Services (whether arising in tort, contract, negligence, or otherwise) exceed the total fees received by Horizon hereunder.

Horizon, its employees and contractors operate in full compliance with the Foreign Corrupt Practices Act.

If you agree to the terms stated above, please sign this Order Form and return it to us. We look forward to continuing our work with you.

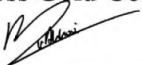
Sincerely,

By: 

Joseph Goldberg
Head of Business Development

ACCEPTED AND AGREED TO
AS OF THE DATE HEREOF:

Kinross Gold Corporation

By: 

Name: Michiel van Akkooi
Title: Senior Vice President External Relations

**EXHIBIT A
TERMS OF SERVICE**

1. Agreement

- 1.1 Horizon Client Access, Inc. (“we,” “us”, “**Horizon**” or “**our**”) is pleased to provide you access to our platform services, software, software updates, websites, applications, and content (collectively, our “**Services**”). The Services include the ability to receive and download research reports generated by Horizon (“**Reports**”).
- 1.2 These Terms of Service (“**Terms**”) apply entirely to your access to, and use of, any Services and go into effect when you (or the entity on whose behalf you access the Services) execute an order form with us (an “**Order Form**”), which details the subscription term (the “Subscription Term”), the subscription access fees (the “**Access Fees**”), and other terms and conditions unique to your organization. If you are using the Services on behalf of any entity, you represent and warrant you are duly authorized to accept these Terms on such entity’s behalf and that such entity agrees to be responsible and vicariously liable to us if you or such entity violate these Terms.
- 1.3 You represent you have read and agree to be bound by these Terms and certify that you are of the legal age of majority in the jurisdiction in which you reside.
- 1.4 You should review these terms carefully, however, we particularly draw your attention to the following key Clauses of these Terms:
- (a) Clause 10 (**Limited Warranty and Disclaimer**);
 - (b) Clause 11 (**Indemnification**); and
 - (c) Clause 12 (**Limitation of Liability**).

2. Registration and Account

- 2.1 You represent and warrant that you:
- (a) will not use IP proxying or other methods to disguise the place of your residence;
 - (b) will not use the Services if any applicable laws in your country prohibit you from doing so in accordance with these Terms;
 - (c) have not previously had your right to use the Services suspended or terminated.
- 2.2 To access and use the features of the Services, you may be required to use an authorised registered account. As a duly authorised registered user you warrant and represent to:
- (a) provide accurate, current and complete account information;
 - (b) adopt appropriate organisational and technical measures to maintain the security of your account and password, not share your account and/or password with any other person and accept all risks and associated liability of unauthorized access to your account; and
 - (c) immediately provide notice at info@hcaccess.com if you discover or otherwise suspect any security breaches related to the Services.
- 2.3 When you create an account, you agree that you have the authority to create that account and that all information you provide will be true, accurate, current, and complete. You are solely responsible for keeping your login information (e.g., user ID and password) accurate, secure, and confidential. You are

also responsible for any activity resulting from use of your login information. You agree to immediately inform us if you suspect that your login information has been comprised. We are not liable to you for any losses or damages you incur resulting from unauthorized use of your login information.

3. Equipment, Software and Updates

- 3.1 Certain equipment and software may be required to access and use the Services on an ongoing and continuing basis. In addition, we may, from time to time, need to automatically update some of the software you obtain through the Services or provide you with new/updated software to keep the Services functioning properly, which could include bug fixes, patches, enhanced features, missing plug-ins and new versions. By using and accessing the Services, you agree, on an ongoing and continuing basis, to such automatic updating. You acknowledge, however, that we are under no obligation to update the Services.
- 3.2 We reserve the right, in our sole discretion and where technically feasible, to disable your access to or ability to use Services that we believe present a health and safety risk or violate applicable agreements, laws, regulations, or policies. We will not incur any liability or responsibility if we choose to suspend, remove, disable, or delete such access or ability to use any or all portion(s) and/or modules of the Services.

4. Your Use of the Services and Content

- 4.1 **Content and Software License.** Except as otherwise agreed upon, if we enable the use of software, content, or other materials owned or licensed by us (“**Software and Content**”), then subject to the payment of any and all amounts owed to us (including Access Fees), we hereby grant you a personal, limited, non-exclusive, non-sub-licensable, non-assignable license to access, install, and use the Software and Content solely for personal and non-commercial purposes, conditioned on your continuing and strict compliance with these Terms. You will not, except as permitted by applicable laws, use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Software and Content, except as expressly permitted by us and as permitted under applicable law. Any unauthorized use of the Services is strictly prohibited and will terminate the license granted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you.
- 4.2 **Availability of Services after Purchase and Updates.** Some Services may rely on services provided by third parties for some or all of their functionality. Such Services may not function properly or may become inoperable if these third parties suspend and/or discontinue their services.
- 4.3 **Support.** All billing questions related to the purchase of Services and requests for support with respect to our platform should be addressed to us. We may, but have no obligation to, respond to any questions or provide support. Please contact us at info@haccess.com for assistance. Any requests or responses will be dealt with reasonably and you acknowledge that time shall not be of the essence in connection with any such responses and/or communication.
- 4.4 **Availability.** The Software and Content may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Software and Content in certain territories and jurisdictions. You acknowledge it is entirely your responsibility to ensure your use of the Software and Content is fully compliant with the applicable laws in the country in which you are located. Although we offer services in many parts of the world, certain Services may not be available in or suitable for certain countries or locales. We reserve the right to discontinue or to make changes to, our Services at any time without advance notice
- 4.5 **Illegal Purpose.** You may not use the Service for any illegal purpose, for the facilitation of the violation of any law or regulation, or in any manner inconsistent with the Terms. You agree to use the Service solely for your own non-commercial use and benefit, and not for resale or other transfer or disposition to, or use

by or for the benefit of, any other person or entity. You agree not to use, transfer, distribute, or dispose of any information contained in the Service in any manner that could compete with our business of or any of our suppliers.

5. Payments

5.1 **Pricing and Payment.** Access Fees are due and payable prior to your use of the Services, on the terms stated in the applicable Order Form. By executing an Order Form, you acknowledge that you are duly authorized to authorize payment on your or your entity's account. Unless otherwise specified as part of the Order, you shall pay all Access Fees, and all other fees applicable hereunder (including but not limited to implementation fees, services fees, training fees as set out as part of the Order Form or these Terms) to us in US Dollars, in accordance with the terms and conditions set out on the Order Form without deduction for set-off counterclaim or otherwise unless provided for in these Terms.

5.2 **Refunds.** Access Fees are non-refundable to the greatest extent permitted by law.

5.3 **Taxes.** If your purchase or use of the Services is subject to any type of use or sales tax, duty or other governmental tax or fee ("Taxes"), then we may charge you for those Taxes. Applicable Taxes may be presented at checkout and/or on the relevant invoice. You are entirely responsible for any Taxes due with respect to your access to and use of the Services.

5.4 **Content Cancellations Returns.** Once you purchase access to the Services, Software and Content, we encourage you to download, install and/or access it promptly. You consent that the supply of the Software and Content may begin immediately following the completion of your purchase, and you acknowledge that you therefore will lose any statutory rights you may have to cancel, withdraw and receive a refund. If you are unable to download, install or access purchased the Services, Software and Content, please contact us at info@haccess.com.

6. Acceptable Use

6.1 By accessing or using the Services, you warrant and represent that you will not:

- (a) access or use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit anyone from fully enjoying the Services;
- (b) damage, disable, overburden or impair the functionality of the Services in any manner;
- (c) access or use the Services for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms, or any other terms or policies provided in connection with the Services;
- (d) use or attempt to use another user's account with or without authorization from such user, or share your login information with another user;
- (e) modify, adapt, hack or emulate the Services;
- (f) use any robot, spider, crawler, scraper or other automated means or interface not provided or authorized by us to access the Services or to extract data;
- (g) circumvent or attempt to circumvent any filtering, security measures or other features designed to protect the Services, or third parties; or
- (h) infringe upon or violate the rights of us, our users or any third party.

7. Privacy Policy

7.1 When you use our online Services, we collect log and performance data that tracks requests being made to our servers, logins, clicks, and other data that assists in determining if and how the Services are used by customers. We use this information to provide Services to you, prevent fraud/misconduct, learn about how our technology is used, and improve our Services. We may disclose this information to our acquirers, affiliates, service providers, and law enforcement. . These third parties have their own privacy policies and will treat the information they collect about you according to these policies. We encourage you to review these privacy policies before providing any information to third parties. We are not responsible for the accuracy of any third party's privacy policy or for ensuring that third parties comply with their privacy policies.

7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this Agreement or any privacy policy we publish, or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

8. Additional Terms

These Terms are in addition to, and do not replace or change, any other agreements you enter into with us, which may include but are not limited to the Order Form, our developer agreements, special device terms of use, and software license terms.

9. Ownership and Intellectual Property

9.1 You acquire absolutely no rights or licenses in or to the Service and materials contained within the Service other than, subject to and in consideration for the payment by you of the fees, the limited right to utilize the Service strictly in accordance with the Terms. Should you choose to download content from the Service, you must do so in accordance with the Terms. Such download is licensed to you by us ONLY for your own personal, non-commercial use in accordance with the Terms and does not transfer any other rights, entitlement or licenses to you. Except for purposes of sharing information within the applicable customer entity, you may not publish, distribute, modify, reproduce, sell, or sublicense Reports.

9.2 Unless otherwise expressly set forth herein, the Services are the property of us or our licensors and are protected by copyright, patent, trade mark and other applicable laws. You will not remove, alter or obscure any copyright, patent, trade mark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Horizon Client Access, Horizon, HorizonEngage, and other names, logos and taglines appearing on or in the descriptions of the Services (collectively, "**Our Marks**") are trade marks, service marks or registered marks of Horizon Client Access, Inc. Our Marks may not be copied, imitated or used, in whole or in part, without prior written permission. All other trade marks, service marks, logos, trade names and any other proprietary designations are the trade marks, service marks, or registered marks of their respective owners and may not be used without permission of the applicable trade mark holder.

9.3 Except as expressly licensed in accordance with the provisions of these Terms, all other rights and entitlements to the Services are expressly and fully reserved to us.

10. Limited Warranty and Disclaimer

10.1 Horizon warrants that for your Subscription Term, the Services will be accessible and functional for their intended use(s). You must promptly notify us in writing of any breach of this warranty. Your sole and exclusive remedy for breach of this warranty will be Horizon's restoring access to the Services without additional charge. The following will not be deemed a breach of the foregoing warranty: (a) any bug or error caused by third-party platforms or services, (b) any inability to access the Services caused by a modification to the Services by you or your affiliate or agent without our knowledge or consent, or (c) any reduction in access to the Services as a result of planned downtime or maintenance.

- 10.2 Certain statements included in as part of the Services may be forward-looking. These forward-looking statements are based on certain assumptions and reflect our current expectations. As a result, forward-looking statements are subject to a number of risks and uncertainties that could cause actual results or events to differ materially from current expectations. There is no assurance that any forward-looking statements will materialize. You are cautioned not to place undue reliance on forward-looking statements, which reflect expectations only as of the date of this website. Except as may be required by applicable law, we disclaim any intention or obligation to update or revise any forward-looking statements.
- 10.3 The information provided by our Services is for information purposes only and does not constitute advice. All our Services are provided without any warranties or guarantees. We shall use commercially reasonable efforts to ensure that the information we provide is accurate.
- 10.4 We cannot promise that the Services will be fit or suitable for any purpose. Any reliance that you may place on the information forming part of the Services is at your own risk.
- 10.5 The information provided by our Services is for information purposes only and does not constitute advice. Our Services do not provide individual or customized legal, tax, accounting, or investment services.
- 10.6 OTHER THAN AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT GUARANTEED WARRANTY OF ANY KIND. WE MAKE NO OTHER WARRANTIES ABOUT THE PERFORMANCE OF THE SERVICES AND HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ANY WARRANTY OR SERVICE FOR ANY PRODUCT NOT DEVELOPED OR MANUFACTURED BY US, IF APPLICABLE, IS PROVIDED BY THE ORIGINAL DEVELOPER OR MANUFACTURER AND NOT BY US. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT (A) THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE ACCURATE OR MEET YOUR REQUIREMENTS, (B) THE OPERATION OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ERROR-FREE OR VIRUS-FREE, OR (C) ANY DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES OR ADVICE GIVEN BY US WILL CREATE A WARRANTY (D) THE INFORMATION SUPPLIED AS PART OF THE SERVICES IS ENTIRELY ACCURATE, COMPLETE AND/OR UP TO DATE. THE FOREGOING DISCLAIMER OF WARRANTIES WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 10.7 IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE ANY OF ITS SERVICES OR CONTENT, OR LOSS OF DATA, EVEN IF WE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE.
- 10.8 BECAUSE SOME JURISDICTIONS RESTRICT OR DO NOT ALLOW THE DISCLAIMER OF WARRANTIES, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11. Indemnification

You agree to defend, indemnify and hold harmless us and our affiliates, independent contractors and service providers, and each of our respective directors, officers, employees and agents (collectively, “**Parties**”) from and against all third-party claims, damages, costs, liabilities and expenses (including, but not limited to, legal fees and expenses) caused by, arising out of or related to:

- (a) your purchase or use of, or inability to use, the Services;

- (b) your violation of these Terms or any other applicable terms, policies, warnings or instructions provided by us or a third party in relation to the Services;
- (c) your violation of any applicable law or any rights of any third party; or
- (d) any information you provide.

12. Limitation of Liability

12.1 Neither of us excludes or limits its liability under these Terms for:

- (a) death or personal injury caused by its negligence;
- (b) fraudulent misrepresentation; or
- (c) any other type of liability which cannot by law be excluded or limited.

12.2 The provisions of this Clause shall survive the termination or expiry of these Terms.

13. Disputes; Governing Law

13.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator. The place of arbitration will be New York County, New York. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any dispute resolved by binding arbitration shall be entitled to recover, in addition to other damages to which it may be entitled, the costs incurred by such party in conducting the proceeding, including its attorneys' fees and expenses and court costs.

13.2 No variation of these Terms or any agreement or document entered into pursuant to these Terms shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

13.3 Each Party shall from time to time (both during the term of these Terms and after) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of these Terms.

13.4 Nothing in these Terms and no action taken by the Parties under these Terms shall create or be deemed to create a partnership or establish the relationship of principal and agent or any other fiduciary relationship between the Parties and no Party shall have the right to obligate or bind the other in any manner whatsoever.

13.5 These Terms shall be governed by and construed in accordance with New York, US law.

13.6 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England in relation to any claim or matter arising under or in connection with these Terms (or any agreement or document entered into pursuant to these Terms).

14. Termination

14.1 We shall have the right to suspend your access to the Services and/or terminate these Terms immediately by written notice to you if:

- (a) you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 7 days after the service of written notice requiring you to do so;

- (b) you fail to make any payment due under these Terms in accordance with the payment period set out in these Terms;
- (c) any meeting of creditors of you is held or any arrangement or composition with or for the benefit of its creditors is proposed or entered into by or in relation to you (other than for the purpose of a bona fide reconstruction or amalgamation);
- (d) a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within seven days) upon the whole or any substantial part of the assets of you;
- (e) you cease or threaten to cease to carry on business or is or becomes unable to pay its debts;
- (f) a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administrative order, the winding-up, bankruptcy or dissolution of you;
- (g) any event analogous to any of the foregoing occurs in any jurisdiction;

14.2 Upon termination for any reason:

- (a) all rights granted to you under these Terms shall cease;
- (b) you must cease all activities authorised by these Terms, including but not limited to, using or connecting and/or seeking to connect to the Software or using any Reports;
- (c) we may immediately destroy or otherwise dispose of any of your data; and
- (d) you must immediately delete or remove any Software and Content (including any translation, modification, compilation, abridgement or other form in which the Software and Content has been recast, transformed or adapted) from all computer equipment in your possession and immediately destroy or return to us (at our option) any Software and Content then in your possession, custody or control and, in the case of destruction, furnish to us a certificate signed by a duly authorised representative of us that to the best of your knowledge, information and belief, after due enquiry, you have complied fully with the provisions of this Clause 14.

14.3 Upon expiration or termination of these Terms for any reason, your access to the Software and Content will be immediately and automatically discontinued and the Software instance will be deleted. By accepting these Terms you acknowledge that all data from this trial instance will be lost and irrecoverable.

15. Severability

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

16. Assignment

You may not assign these Terms or any of the rights granted hereunder without our prior written consent, and any attempted assignment without such consent shall be void. Subject to the foregoing restriction, these Terms will be fully binding upon, inure to the benefit of, and be enforceable by us and our respective successors and assigns.

17. Entire Agreement

These terms, and any applicable Order Form, constitute the entire agreement between each of us governing your access to and use of the Services, and supersede all prior agreements regarding its subject matter.

18. Non-Waiver

Any failure by us to insist upon or enforce performance by you of any of the provisions of these Terms or to exercise any rights or remedies under these Terms or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance; rather, the provision, right or remedy will be and remain in full force and effect.

CONSULTING SERVICES AGREEMENT

This Agreement made as of this 1 day of November 2021

BETWEEN: **HORIZON CLIENT ACCESS, INC., a New York corporation having its principal corporate office 110 Lafayette Street, Suite 603, New York, NY 10013**

(the “Contractor”)

AND: **KINROSS GOLD CORPORATION, an Ontario corporation having its principal corporate office at 25 York Street, 17th Floor, Toronto, Ontario, M5J 2V5**

(the “Company”)

(each, a “Party” and collectively, the “Parties”)

WHEREAS the Company requires certain services, as more particularly described in Schedule A hereto (the “Services”), which forms an integral part of this Agreement;

AND WHEREAS the Company wishes to retain the Contractor to perform the Services and the Contractor wishes to perform the Services;

IN CONSIDERATION of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1-GENERAL

1.1 The Service Requirements. The Company agrees to engage the Contractor, and the Contractor agrees to perform the Services described in Schedule A attached hereto (the “**Scope of Services**”) in accordance with the specifications, requirements and timeframes set out in the Scope of Services. All activities comprising the Services must be presented to, and approved by, the Senior Vice President, Government Relations of the Company.

1.2 Term of Agreement. The term of this Agreement shall begin on January 1, 2022 and end on December 31, 2022, unless extended by mutual agreement of the Parties in writing or terminated earlier in accordance with the provisions set out herein.

1.3 Key Personnel. The Contractor agrees to make available the services of Mr. Robert P. Jackson (“**Mr. Jackson**”) for the purpose of discharging its obligations hereunder. The

Contractor may not replace Mr. Jackson or perform its obligations hereunder without the active participation of Mr. Jackson unless the Company has expressly consented in writing.

ARTICLE 2-INDEPENDENT CONTRACTOR

2.1 Relationship. The Contractor shall be solely responsible for the supervision and compensation of its directors, officers, employees, subcontractors and agents (in respect of either Party, each, a “**Representative**” and collectively, “**Representatives**”) performing the Services. The Contractor shall perform the Services at all times as an independent contractor. Neither the Contractor nor any of its Representatives are or shall be employees, partners, co-venturers, principals or agents of the Company.

2.2 Subcontracts. The Contractor shall not subcontract any part of the Services without the prior written consent of the Company. Any such consent by the Company shall not relieve the Contractor from its obligations under this Agreement. The Contractor shall be responsible for the acts and omissions of any subcontractor engaged by it for the purpose of performing any part of the Services.

2.3 The Contractor Not to Contract On Behalf Of Company. The Contractor will not, without the prior written consent of the Company, make any representation or assurance (or purport to make any representation or assurance) in the name of or on behalf of the Company, enter into (or purport to enter into) any contract or commitment in the name of or on behalf of the Company, or bind (or purport to bind) the Company in any respect whatsoever, except as otherwise permitted by this Agreement.

ARTICLE 3-REMUNERATION OF THE CONTRACTOR

3.1 Fee for Services. The Company agrees to pay the Contractor for the Services a fee of US\$25,000 per month. During the term of this Agreement, the Contractor shall submit an invoice each month in respect of Services performed during the previous month. The Company shall pay each invoice within 30 calendar days of receipt of such invoice and supporting materials, if any.

3.2 Applicable Taxes. The Contractor shall be liable for all taxes in respect of all amounts payable under this Agreement (including federal and provincial income taxes and other applicable statutory withholdings), except for applicable federal or state value added taxes, if applicable, for which the Company shall be liable.

3.3 Expenses. The Contractor shall be responsible for all expenses related to the provision of Services hereunder other than reasonable travel expenses. Reasonable travel expenses including accommodation and meals while travelling will be reimbursed by the Company in accordance with the terms of the Kinross Travel Policy, provided that, all travel expenses submitted for reimbursement must be supported by sufficient written or electronic receipts or documents to allow the Company to verify such expenses.

3.4 Manner of Payment. All payments to the Contractor under this Agreement shall be solely by cheque or bank transfer. No payment shall be in cash or bearer instrument, and no payment shall be made to any Person (as that term is defined below) other than the Contractor.

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SCHEDULE A
SCOPE OF SERVICES

1. Provide strategic advisory services in support of the Company's, and its subsidiary's, efforts to manage and mitigate issues resulting from the operational audit of the Chirano gold mine conducted by the Ghanaian Ministry of Lands and Natural Resources and the subsequent government correspondence in respect of such audit.
2. Engage with key stakeholders on behalf of the Company to advocate the Company's position, including with relevant government officials in Ghana, U.S. government officials, Canadian government officials, officials of multi-lateral organizations and relevant influential members of civil society (such as an industry associations).

The Company's strategic goals are (i) to have claims against the Company by the Ghanaian government withdrawn, (ii) have a credible, mutually acceptable and independent third-party complete a review the audit findings and the Company's objections to these findings, and (iii) provide an assessment of the situation.



ARTICLE 4-COVENANTS OF THE CONTRACTOR

4.1 Services. The Contractor shall perform the Services, and cause the Contractor's Representatives to perform the Services:

- (i) in accordance with good, safe and workmanlike practices;
- (ii) in a manner that is competent, diligent, efficient and satisfactory to the Company;
- (iii) in accordance with the highest professional standards;
- (iv) in a manner that meets the requirements, standards and specifications set out in the Scope of Services; and
- (v) in a manner that does not infringe the intellectual property rights of any third party.

4.2 Licences and Permits. Except as otherwise expressly provided herein, the Contractor shall be responsible for obtaining and maintaining all licences, permits and approvals necessary for performance of the Services.

4.3 Compliance with Laws and Company Policies. The Contractor and its Representatives shall comply with (a) all laws, rules and regulations of any governmental or regulatory body having jurisdiction over any aspect or part of the Services (collectively, "**Applicable Law**"), (b) all reasonable orders and directions given by the Representatives of the Company and (c) all policies of the Company that apply to the Contractor or the Services and that have been provided to the Contractor. Without limiting the generality of the foregoing, the Contractor and its Representatives shall execute and comply with the Company's Supplier Standards of Conduct, attached hereto as Schedule B, which forms an integral part of this Agreement.

4.4 Compliance with Anti-Corruption Laws.

- (a) **General:** Without limiting the generality of Section 4.3, the Contractor hereby agrees to take no actions, and to cause its Representatives, its affiliates and their respective Representatives to take no actions, of any nature that would contravene any provision of the United States Foreign Corrupt Practices Act ("**FCPA**"), the Canadian Corruption of Foreign Public Officials Act or the Criminal Code of Canada (collectively, the "**CFPOA**"), the OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions ("**OECD Convention**") or any similar laws or provisions applicable to the Contractor, including, without limitation, offering, paying, giving, requesting or accepting any advantage or anything of value, either directly or indirectly, to or from any Person for the purpose of influencing such Person to act improperly, or inducing such Person to do or omit to do any act in violation of his or her lawful duty or use his or her influence with any government, in order to assist the Contractor or any of its affiliates in obtaining or

retaining business, or obtaining or retaining an advantage in the course of business, for or with, or directing business to, any Person.

- (b) **Monitoring:** The Contractor agrees to monitor compliance by it, its affiliates and their respective Representatives with this Section 4.4 and promptly to notify the Company in writing, and provide Company with all relevant particulars, of any violation or suspected violation of this Section 4.4 or any applicable anti-corruption law or provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention), or any request for information regarding the same, involving the Company, its affiliates, any of their respective Representatives or the Services.
- (c) **Consent:** The Contractor consents to the Company reporting to any governmental authority any violation or suspected violation of this Section 4.4 by the Contractor, its affiliates or their respective Representatives, and agrees to comply and cooperate in any inquiry or investigation by or on behalf of the Company or any governmental authority relating to compliance with or a breach of this Section 4.4 or any Applicable Law or anti-corruption provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention). The Contractor also agrees to provide, upon the Company's request, any documents or other information in connection with any such inquiry or investigation, to the fullest extent permissible under any Applicable Law (including any data privacy law or blocking statutes).
- (d) **Audit:** The Contractor agrees that the Company shall have the right to audit compliance of Contractor, its affiliates and their respective Representatives with Section 4.4, and inspect all records and procedures of Contractor, its affiliates and their respective Representatives to verify compliance with this Section 4.4.
- (e) **Familiarity:** The Contractor represents that it is familiar with the FCPA, the CFPOA, the OECD Convention and any other similar laws or provisions applicable to the Contractor and their purposes. In particular, the Contractor represents that it is familiar with the provisions that prohibit offering, giving, accepting or requesting anything of value, either directly or indirectly, to or from any Person (including foreign government officials) for the purpose of improperly influencing an act or decision, or inducing such Person to use such Person's influence with a foreign government, to assist a company in obtaining or retaining business or an advantage in the course of business, for or with, or directing business to, any Person.
- (f) **Proceeds:** The Contractor represents and warrants that none of the Contractor's partners, owners, principals or Representatives is an official, officer or representative of any government, and that no part of the compensation to be provided to Contractor under this Agreement shall be accepted or used by the Contractor for any purpose that would constitute a violation or contravention of (i) any Applicable Law, (ii) the laws of the United States or Canada, including the FCPA and the CFPOA or (iii) the OECD Convention.

4.5 **Confidential Information.**

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(a) **Definitions:** For the purposes of this Agreement, the following terms shall have the meanings set out below:

- (i) **“Confidential Information”** means all information, data, knowledge and know-how, in whatever form and however communicated, relating directly or indirectly to the Company or any of its affiliates and their respective properties and other assets, technologies, businesses or operations, previously, now or hereafter delivered or disclosed by or on behalf of the Company to the Contractor; and
- (ii) **“Person”** means any natural person, partnership, company, corporation, unincorporated association, governmental authority or other agency, trust, trustee or other entity, howsoever designated or constituted.

(b) **Confidential Information – Confidentiality and Limited Use:** The Contractor acknowledges that certain Confidential Information will be received by the Contractor and its Representatives during the course of performing the Services. The Contractor shall only use the Confidential Information as is necessary for the performance of the Services, and for no other purpose, and shall hold the Confidential Information in strict confidence and not disclose same to any other Person, including any employee, contractor or subcontractor of the Contractor, either before, during or after the performance of the Services, except with the prior written consent of the Company or as required by Applicable Law.

(c) **Permitted Disclosure:** Notwithstanding Section 4.5(b), the Contractor may disclose Confidential Information to any Representative of the Contractor or any of its affiliates, or any consultant, contractor or subcontractor of the Contractor or any of its affiliates, in each case where (i) the duties of such Person require such Person to process, review, use or otherwise be informed of Confidential Information for the purpose of performing the Services and (ii) such Person is subject to confidentiality obligations that apply to the Confidential Information and are at least as stringent as those contained in this Section 4.5.

4.6 Work Product. The Contractor acknowledges and agrees that the Company shall have exclusive, unlimited ownership rights to any and all work product developed by the Contractor in connection with performance of the Services, including but not limited to any information, data, text, document, electronic file, computer program, image, drawing, chart, schematic, invention, prototype, improvement, method or creation (collectively, **“Work Product”**). All Work Product shall be deemed to be works made for hire and made in the course of the Services rendered, and shall belong exclusively to the Company.

4.7 Insurance. During the term of this Agreement and for a period of at least one year following its expiration or termination, the Contractor shall provide and keep in force such insurance as is required by the law of the jurisdiction in which the Services will be performed, but in no event shall such insurance provide less than the following coverage:

- (a) Employer's liability insurance in the amount of \$1,000,000 to cover claims based on



common law filed by the Contractor's employees for injuries (including death) as well as occupational diseases in the minimum amount of \$1,000,000 per person and \$1,000,000 per occurrence.

(b) Comprehensive general liability insurance, including broad contractual liability with minimum bodily injury (including death) limits of \$5,000,000 each occurrence and minimum property damage limits of \$1,000,000 each occurrence.

Certificates of such insurance shall be delivered to the Company upon request.

ARTICLE 5-TERMINATION

5.1 Termination by Company or the Contractor.

- (a) The Company may terminate this Agreement at any time for convenience upon seven (7) days of prior written notice to the Contractor. In the event that this Agreement is terminated pursuant to this Section 5.1(a), the Company shall pay the Contractor for Services performed satisfaction up to the date of termination, plus expenses duly incurred and the Contractor's reasonable direct costs associated with such termination.
- (b) The Company may terminate this Agreement at any time without advance notice, or payment in lieu of notice, for any breach of this Agreement by the Contractor or any of the Contractor's Representatives. In the event that this Agreement is terminated pursuant to this Section 5.1(b), the Company shall pay the Contractor for Services performed to the Company's satisfaction up to the date of termination.

5.2 Provisions Which Operate Following Termination. Any obligation of either Party that by its nature extends beyond the expiration or earlier termination of this Agreement, including but not limited to the Contractor's obligations under Sections 4.5, 4.6, 4.7 and Article 6, shall survive and continue in full force and effect following any termination or expiry of this Agreement.

ARTICLE 6-DEFECTS AND INDEMNIFICATION

6.1 General Indemnity. The Contractor shall indemnify and hold harmless the Company from and against all expenses, costs and liabilities (collectively, "Losses") that the Company may suffer, sustain or incur as a result of:

- (a) any act or omission of the Contractor or any of its Representatives in connection with the performance of the Services;
- (b) any breach of this Agreement by the Contractor or any of its Representatives;
- (c) personal injury or death of any Person caused by the Contractor or any of its Representatives; or
- (d) damage to property or loss of property belonging to any Person caused by the

Contractor or any of its Representatives;

in each case, except to the extent of the negligence or wilful misconduct of the Company or any of its Representatives.

6.2 Exclusion. Neither Party shall be liable under this Agreement for any indirect, special or consequential Losses, including but not limited to loss of profit; provided, however, that this sentence shall not limit any liability of the Contractor for Losses arising from fraud, gross negligence, wilful misconduct, claims initiated by third parties or breaches of this Agreement relating to confidentiality and intellectual property.

ARTICLE 7- INTERPRETATION AND ENFORCEMENT

7.1 Force Majeure. Neither Party shall be in default of any obligation under this Agreement due to any delay or failure to perform such obligation if such delay or failure arises out of causes beyond such Party's control.

7.2 Benefits of Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

7.3 Entire Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior understandings and agreements relating thereto.

7.4 Amendments and Waivers. This Agreement may not be amended except by agreement in writing signed by both Parties.

7.5 Assignment. This Agreement may not be assigned by the Contractor without the prior written consent of the Company. The Company may assign or otherwise transfer this Agreement or any of its rights hereunder without the consent of the Contractor.

7.6 Severability. If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

7.7 Notices. All notices, requests, acknowledgments, confirmations, permissions, instructions, consents, acceptances and other communications required or permitted under this Agreement shall be in writing and shall be delivered to the email address for the relevant Party set forth below, or by such other method as the receiving Party may designate in writing:

If to the Company:

Attention: Mike van Akkooi, SVP, Government Relations

Email address: Mike.vanAkkooi@Kinross.com

If to the Contractor:

Attention: Joe Goldberg, Managing Director

Email address: goldberg@haccess.com

7.8 Dollar Amounts. All references herein to dollar amounts refer to the currency of the United States of America.

7.9 Set-off. The Company may withhold from any payment due or to become due to the Contractor a reasonable amount sufficient to satisfy fully any liability of the Contractor to the Company under this Agreement.

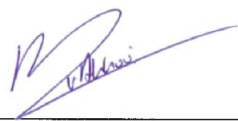
7.10 Governing Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the Ontario courts and agree that the judgments of such courts shall be enforceable both within and outside Ontario.

7.11 Counterparts. This Agreement may be executed and delivered in any number of counterparts with the same effect as if the Parties had all signed and delivered the same Agreement, and each counterpart will be construed together to be an original, and will constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first shown above.

KINROSS GOLD CORPORATION

HORIZON CLIENT ACCESS, INC.

By: 

Name: Michiel van Akkooi

Title: Senior Vice President

By: 

Name: Joseph Goldberg

Title: President

I have authority to bind the Company.

I have authority to bind the Contractor.



CONSULTING SERVICES AGREEMENT

This Agreement made as of 22 January 2021

BETWEEN: **HORIZON CLIENT ACCESS, INC., a New York corporation having its principal corporate office 110 Lafayette Street, Suite 603, New York, NY 10013**

(the “Contractor”)

AND: **KINROSS GOLD CORPORATION, an Ontario corporation having its principal corporate office at 25 York Street, 17th Floor, Toronto, Ontario, M5J 2V5**

(the “Company”)

(each, a “Party” and collectively, the “Parties”)

WHEREAS the Company requires certain services, as more particularly described in Schedule A hereto (the “Services”), which forms an integral part of this Agreement;

AND WHEREAS the Company wishes to retain the Contractor to perform the Services and the Contractor wishes to perform the Services;

IN CONSIDERATION of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE 1-GENERAL

1.1 The Service Requirements. The Company agrees to engage the Contractor, and the Contractor agrees to perform the Services described in Schedule A attached hereto (the “**Scope of Services**”) in accordance with the specifications, requirements and timeframes set out in the Scope of Services. All activities comprising the Services must be presented to, and approved by, the Senior Vice President, Government Relations of the Company.

1.2 Term of Agreement. The term of this Agreement shall begin on the date first shown above and end on the date that is two months from the date shown above, unless extended by mutual agreement of the Parties in writing or terminated earlier in accordance with the provisions set out herein.

1.3 Key Personnel. The Contractor agrees to make available the services of Mr. Robert P. Jackson (“**Mr. Jackson**”) for the purpose of discharging its obligations hereunder. The

Contractor may not replace Mr. Jackson or perform its obligations hereunder without the active participation of Mr. Jackson unless the Company has expressly consented in writing.

ARTICLE 2-INDEPENDENT CONTRACTOR

2.1 Relationship. The Contractor shall be solely responsible for the supervision and compensation of its directors, officers, employees, subcontractors and agents (in respect of either Party, each, a “**Representative**” and collectively, “**Representatives**”) performing the Services. The Contractor shall perform the Services at all times as an independent contractor. Neither the Contractor nor any of its Representatives are or shall be employees, partners, co-venturers, principals or agents of the Company.

2.2 Subcontracts. The Contractor shall not subcontract any part of the Services without the prior written consent of the Company. Any such consent by the Company shall not relieve the Contractor from its obligations under this Agreement. The Contractor shall be responsible for the acts and omissions of any subcontractor engaged by it for the purpose of performing any part of the Services.

2.3 The Contractor Not to Contract On Behalf Of Company. The Contractor will not, without the prior written consent of the Company, make any representation or assurance (or purport to make any representation or assurance) in the name of or on behalf of the Company, enter into (or purport to enter into) any contract or commitment in the name of or on behalf of the Company, or bind (or purport to bind) the Company in any respect whatsoever, except as otherwise permitted by this Agreement.

ARTICLE 3-REMUNERATION OF THE CONTRACTOR

3.1 Fee for Services. The Company agrees to pay the Contractor for the Services a fee of US\$25,000 per month. During the term of this Agreement, the Contractor shall submit an invoice each month in respect of Services performed during the previous month. The Company shall pay each invoice within 30 calendar days of receipt of such invoice and supporting materials, if any.

3.2 Applicable Taxes. The Contractor shall be liable for all taxes in respect of all amounts payable under this Agreement (including federal and provincial income taxes and other applicable statutory withholdings), except for applicable federal or state value added taxes, if applicable, for which the Company shall be liable.

3.3 Expenses. The Contractor shall be responsible for all expenses related to the provision of Services hereunder other than reasonable travel expenses. Reasonable travel expenses including accommodation and meals while travelling will be reimbursed by the Company in accordance with the terms of the Kinross Travel Policy, provided that, all travel expenses submitted for reimbursement must be supported by sufficient written or electronic receipts or documents to allow the Company to verify such expenses.

3.4 Manner of Payment. All payments to the Contractor under this Agreement shall be solely by cheque or bank transfer. No payment shall be in cash or bearer instrument, and no payment shall be made to any Person (as that term is defined below) other than the Contractor.

ARTICLE 4-COVENANTS OF THE CONTRACTOR

4.1 Services. The Contractor shall perform the Services, and cause the Contractor's Representatives to perform the Services:

- (i) in accordance with good, safe and workmanlike practices;
- (ii) in a manner that is competent, diligent, efficient and satisfactory to the Company;
- (iii) in accordance with the highest professional standards;
- (iv) in a manner that meets the requirements, standards and specifications set out in the Scope of Services; and
- (v) in a manner that does not infringe the intellectual property rights of any third party.

4.2 Licences and Permits. Except as otherwise expressly provided herein, the Contractor shall be responsible for obtaining and maintaining all licences, permits and approvals necessary for performance of the Services.

4.3 Compliance with Laws and Company Policies. The Contractor and its Representatives shall comply with (a) all laws, rules and regulations of any governmental or regulatory body having jurisdiction over any aspect or part of the Services (collectively, "**Applicable Law**"), (b) all reasonable orders and directions given by the Representatives of the Company and (c) all policies of the Company that apply to the Contractor or the Services and that have been provided to the Contractor. Without limiting the generality of the foregoing, the Contractor and its Representatives shall execute and comply with the Company's Supplier Standards of Conduct, attached hereto as Schedule B, which forms an integral part of this Agreement.

4.4 Compliance with Anti-Corruption Laws.

- (a) **General:** Without limiting the generality of Section 4.3, the Contractor hereby agrees to take no actions, and to cause its Representatives, its affiliates and their respective Representatives to take no actions, of any nature that would contravene any provision of the United States Foreign Corrupt Practices Act ("**FCPA**"), the Canadian Corruption of Foreign Public Officials Act or the Criminal Code of Canada (collectively, the "**CFPOA**"), the OECD Convention on Combating Bribery of Foreign Government Officials in International Business Transactions ("**OECD Convention**") or any similar laws or provisions applicable to the Contractor, including, without limitation, offering, paying, giving, requesting or accepting any advantage or anything of value, either directly or indirectly, to or from any Person for the purpose of influencing such Person to act improperly, or inducing such Person to do or omit to do any act in violation of his or her lawful duty or use his or her influence with any government, in order to assist the Contractor or any of its affiliates in obtaining or

- retaining business, or obtaining or retaining an advantage in the course of business, for or with, or directing business to, any Person.
- (b) **Monitoring:** The Contractor agrees to monitor compliance by it, its affiliates and their respective Representatives with this Section 4.4 and promptly to notify the Company in writing, and provide Company with all relevant particulars, of any violation or suspected violation of this Section 4.4 or any applicable anti-corruption law or provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention), or any request for information regarding the same, involving the Company, its affiliates, any of their respective Representatives or the Services.
- (c) **Consent:** The Contractor consents to the Company reporting to any governmental authority any violation or suspected violation of this Section 4.4 by the Contractor, its affiliates or their respective Representatives, and agrees to comply and cooperate in any inquiry or investigation by or on behalf of the Company or any governmental authority relating to compliance with or a breach of this Section 4.4 or any Applicable Law or anti-corruption provision (including, without limitation, the FCPA, the CFPOA or the OECD Convention). The Contractor also agrees to provide, upon the Company's request, any documents or other information in connection with any such inquiry or investigation, to the fullest extent permissible under any Applicable Law (including any data privacy law or blocking statutes).
- (d) **Audit:** The Contractor agrees that the Company shall have the right to audit compliance of Contractor, its affiliates and their respective Representatives with Section 4.4, and inspect all records and procedures of Contractor, its affiliates and their respective Representatives to verify compliance with this Section 4.4.
- (e) **Familiarity:** The Contractor represents that it is familiar with the FCPA, the CFPOA, the OECD Convention and any other similar laws or provisions applicable to the Contractor and their purposes. In particular, the Contractor represents that it is familiar with the provisions that prohibit offering, giving, accepting or requesting anything of value, either directly or indirectly, to or from any Person (including foreign government officials) for the purpose of improperly influencing an act or decision, or inducing such Person to use such Person's influence with a foreign government, to assist a company in obtaining or retaining business or an advantage in the course of business, for or with, or directing business to, any Person.
- (f) **Proceeds:** The Contractor represents and warrants that none of the Contractor's partners, owners, principals or Representatives is an official, officer or representative of any government, and that no part of the compensation to be provided to Contractor under this Agreement shall be accepted or used by the Contractor for any purpose that would constitute a violation or contravention of (i) any Applicable Law, (ii) the laws of the United States or Canada, including the FCPA and the CFPOA or (iii) the OECD Convention.

4.5 Confidential Information.

(a) **Definitions:** For the purposes of this Agreement, the following terms shall have the meanings set out below:

- (i) **“Confidential Information”** means all information, data, knowledge and know-how, in whatever form and however communicated, relating directly or indirectly to the Company or any of its affiliates and their respective properties and other assets, technologies, businesses or operations, previously, now or hereafter delivered or disclosed by or on behalf of the Company to the Contractor; and
- (ii) **“Person”** means any natural person, partnership, company, corporation, unincorporated association, governmental authority or other agency, trust, trustee or other entity, howsoever designated or constituted.

(b) **Confidential Information – Confidentiality and Limited Use:** The Contractor acknowledges that certain Confidential Information will be received by the Contractor and its Representatives during the course of performing the Services. The Contractor shall only use the Confidential Information as is necessary for the performance of the Services, and for no other purpose, and shall hold the Confidential Information in strict confidence and not disclose same to any other Person, including any employee, contractor or subcontractor of the Contractor, either before, during or after the performance of the Services, except with the prior written consent of the Company or as required by Applicable Law.

(c) **Permitted Disclosure:** Notwithstanding Section 4.5(b), the Contractor may disclose Confidential Information to any Representative of the Contractor or any of its affiliates, or any consultant, contractor or subcontractor of the Contractor or any of its affiliates, in each case where (i) the duties of such Person require such Person to process, review, use or otherwise be informed of Confidential Information for the purpose of performing the Services and (ii) such Person is subject to confidentiality obligations that apply to the Confidential Information and are at least as stringent as those contained in this Section 4.5.

4.6 Work Product. The Contractor acknowledges and agrees that the Company shall have exclusive, unlimited ownership rights to any and all work product developed by the Contractor in connection with performance of the Services, including but not limited to any information, data, text, document, electronic file, computer program, image, drawing, chart, schematic, invention, prototype, improvement, method or creation (collectively, **“Work Product”**). All Work Product shall be deemed to be works made for hire and made in the course of the Services rendered, and shall belong exclusively to the Company.

4.7 Insurance. During the term of this Agreement and for a period of at least one year following its expiration or termination, the Contractor shall provide and keep in force such insurance as is required by the law of the jurisdiction in which the Services will be performed, but in no event shall such insurance provide less than the following coverage:

- (a) Employer's liability insurance in the amount of \$1,000,000 to cover claims based on

common law filed by the Contractor's employees for injuries (including death) as well as occupational diseases in the minimum amount of \$1,000,000 per person and \$1,000,000 per occurrence.

(b) Comprehensive general liability insurance, including broad contractual liability with minimum bodily injury (including death) limits of \$2,000,000 each occurrence and minimum property damage limits of \$1,000,000 each occurrence.

Certificates of such insurance shall be delivered to the Company upon request.

ARTICLE 5-TERMINATION

5.1 Termination by Company or the Contractor.

- (a) The Company may terminate this Agreement at any time for convenience upon seven (7) days of prior written notice to the Contractor. In the event that this Agreement is terminated pursuant to this Section 5.1(a), the Company shall pay the Contractor for Services performed satisfaction up to the date of termination, plus expenses duly incurred and the Contractor's reasonable direct costs associated with such termination.
- (b) The Company may terminate this Agreement at any time without advance notice, or payment in lieu of notice, for any breach of this Agreement by the Contractor or any of the Contractor's Representatives. In the event that this Agreement is terminated pursuant to this Section 5.1(b), the Company shall pay the Contractor for Services performed to the Company's satisfaction up to the date of termination.

5.2 Provisions Which Operate Following Termination. Any obligation of either Party that by its nature extends beyond the expiration or earlier termination of this Agreement, including but not limited to the Contractor's obligations under Sections 4.5, 4.6, 4.7 and Article 6, shall survive and continue in full force and effect following any termination or expiry of this Agreement.

ARTICLE 6-DEFECTS AND INDEMNIFICATION

6.1 General Indemnity. The Contractor shall indemnify and hold harmless the Company from and against all expenses, costs and liabilities (collectively, "Losses") that the Company may suffer, sustain or incur as a result of:

- (a) any act or omission of the Contractor or any of its Representatives in connection with the performance of the Services;
- (b) any breach of this Agreement by the Contractor or any of its Representatives;
- (c) personal injury or death of any Person caused by the Contractor or any of its Representatives; or
- (d) damage to property or loss of property belonging to any Person caused by the

Contractor or any of its Representatives;

in each case, except to the extent of the negligence or wilful misconduct of the Company or any of its Representatives.

6.2 Exclusion. Neither Party shall be liable under this Agreement for any indirect, special or consequential Losses, including but not limited to loss of profit; provided, however, that this sentence shall not limit any liability of the Contractor for Losses arising from fraud, gross negligence, wilful misconduct, claims initiated by third parties or breaches of this Agreement relating to confidentiality and intellectual property.

ARTICLE 7- INTERPRETATION AND ENFORCEMENT

7.1 Force Majeure. Neither Party shall be in default of any obligation under this Agreement due to any delay or failure to perform such obligation if such delay or failure arises out of causes beyond such Party's control.

7.2 Benefits of Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

7.3 Entire Agreement. This Agreement embodies the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any prior understandings and agreements relating thereto.

7.4 Amendments and Waivers. This Agreement may not be amended except by agreement in writing signed by both Parties.

7.5 Assignment. This Agreement may not be assigned by the Contractor without the prior written consent of the Company. The Company may assign or otherwise transfer this Agreement or any of its rights hereunder without the consent of the Contractor.

7.6 Severability. If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

7.7 Notices. All notices, requests, acknowledgments, confirmations, permissions, instructions, consents, acceptances and other communications required or permitted under this Agreement shall be in writing and shall be delivered to the email address for the relevant Party set forth below, or by such other method as the receiving Party may designate in writing:

If to the Company:

Attention: Mike van Akkooi, SVP, Government Relations

Email address: Mike.vanAkkooi@Kinross.com

If to the Contractor:

Attention: Joe Goldberg, Managing Director

Email address: goldberg@haccess.com

7.8 Dollar Amounts. All references herein to dollar amounts refer to the currency of the United States of America.

7.9 Set-off. The Company may withhold from any payment due or to become due to the Contractor a reasonable amount sufficient to satisfy fully any liability of the Contractor to the Company under this Agreement.

7.10 Governing Law. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the Ontario courts and agree that the judgments of such courts shall be enforceable both within and outside Ontario.

7.11 Counterparts. This Agreement may be executed and delivered in any number of counterparts with the same effect as if the Parties had all signed and delivered the same Agreement, and each counterpart will be construed together to be an original, and will constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first shown above.

KINROSS GOLD CORPORATION

Michiel van Akkooi
Senior Vice President – Government
Relations

HORIZON CLIENT ACCESS, INC.

By: _____

Name: _____

Title: _____

I have authority to bind the Company.

I have authority to bind the Contractor.

SCHEDULE A
SCOPE OF SERVICES

1. Provide strategic advisory services in support of the Company's, and its subsidiary's, efforts to manage and mitigate issues resulting from the operational audit of the Chirano gold mine conducted by the Ghanaian Ministry of Lands and Natural Resources and the subsequent government correspondence in respect of such audit.
2. Engage with key stakeholders on behalf of the Company to advocate the Company's position, including with relevant government officials in Ghana, U.S. government officials, Canadian government officials, officials of multi-lateral organizations and relevant influential members of civil society (such as an industry associations).

The Company's strategic goals are (i) to have claims against the Company by the Ghanaian government withdrawn, (ii) have a credible, mutually acceptable and independent third-party complete a review the audit findings and the Company's objections to these findings, and (iii) provide an assessment of the situation.

SCHEDULE B

SUPPLIER STANDARDS OF CONDUCT (attached in email)