



And

COMPANY

RE:

Starting date:

End date:

CONTRACT DOCUMENTS

TECHNICAL SERVICES AGREEMENT

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TECHNICAL SERVICES AGREEMENT

THIS TECHNICAL SERVICES AGREEMENT (the "Agreement") is entered into ,2011 between Porcupine Gold Mines (the "Mining Company") and (the "Contractor"). The Mining Company and the Contractor are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

WHEREAS:

The Contractor is in the business of providing technical services.

The Mining Company desires to have the Contractor provide technical services with respect to the Fencing Project (the "Project").

The Contractor desires to provide the Services to the Mining Company.

NOW THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows.

1. **Services.**

- (a) The Contractor will provide the services described on Schedule 1 to this Agreement (the "Services") in conformity in all respects with the provisions of the Agreement and will perform, fulfill, comply with, submit to and observe all and singular the provisions, conditions, stipulations, and requirements and all matters and things expressed in the Agreement and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Contractor. The Contractor agrees that the Services are provided as services for hire and that all work product generated in the performance of the Services shall be the property of the Mining Company.
- (b) In consideration for the Services, the Mining Company will make payments to the Contractor in accordance with the provisions of this Agreement and perform, fulfill, comply with, submit to and observe all and singular the provisions, conditions, stipulations and requirements and all matters and things expressed in the Agreement and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Mining Company.
- (c) **As a result of changes to the mining regulation, all mobile equipment, including light vehicles, portable welders, lighting plants, mini excavator etc. must be locked out and tagged by all personnel performing repair work on this equipment. Also all rental or leased equipment coming on to the PGM property will have to be equipped with a lockable master switch.**
- (d) The Ministry of Labour requires a notice of construction for any construction project with a value greater than \$50,000. The **CONTRACTOR OR SUBCONTRACTOR** must submit a copy of the Ministry of Labour Notice of Construction Project Form to Goldcorp prior to any work commencing.

- (e) All **CONTRACTOR'S** employees must be 18 years of age or greater to work on the Porcupine Gold Mine's property.
2. **Access License.** During the Term of this Agreement, the Mining Company grants to the Contractor and its Personnel such access to those portions of the Site as is necessary for the Contractor and its Personnel to perform its obligations under this Agreement and provided that Contractor and its Personnel shall not disrupt the regular operations of the Mining Company or its Personnel at the Site.
 3. **Term.** This Agreement shall be effective as of the Effective Date and shall remain in force until _____ unless earlier terminated as provided in this Agreement.
 4. **Sustainable Procurement**
 - (a) **Energy Efficiency.** The **CONTRACTOR** shall ensure that all equipment provided or utilized for the contract shall be the most energy efficient available. When considering the acquisition of products and services, Goldcorp will consider and give priority to products and services that provide the most energy-efficient products and services
 - (b) **Energy Star.** Where available, the **CONTRACTOR** must provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The **CONTRACTOR** is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.
 - (c) **Energy Use during Contract.** The **CONTRACTOR** shall ensure that, while working on Goldcorp properties, energy efficient practices are utilized, and activities minimize energy use. Energy Efficient Plans may be required to be submitted as part of specific contract language.
 5. **Price.** Subject to the terms of this paragraph, the Mining Company shall pay the Contractor for the Services at the price(s) set forth on Schedule 2 to this Agreement.
 6. **Change Orders.** The Mining Company may submit a written change order to make any changes, including additions to or deletions from the Services originally requested, or in the scope of the Services. If such change affects the amount due or the time of performance hereunder, the Contractor shall advise the Mining Company of the proposed change in the amount due or the time of performance. No such change in the amount due or time of performance shall be effective until approved in writing by the Mining Company, following which all the terms and conditions in this Agreement shall apply to any changes, additions, deviations or additional Services ordered by the Mining Company in like manner and to the same extent as to the Services originally contracted for herein.
 7. **Payment for Services.** The Contractor shall submit an invoice to the Mining Company on a monthly basis on or before the fifth (5th) day of the month for Services delivered during the prior month. The Mining Company shall review the Contractor's invoice and notify the Contractor of any objections within ten (10) days of receipt of the Contractor's invoice. The Mining Company shall be entitled to withhold payment for any portion of an

invoice to which an objection is made, but shall pay that portion of the invoice as to which no objection is made within thirty (30) days from receipt of the Contractor's invoice. The Mining Company shall pay the amount of a corrected invoice within thirty (30) days from receipt of the Contractor's corrected invoice. Payments will be Canadian funds in accordance with the applicable provisions of this Agreement. The time for payment of invoices, or for accepting any discounts offered, shall run only from the date correct invoices are furnished to the Mining Company. All invoices are to be submitted to the Mining Company's Accounts Payable Department at the address provided in the Notice paragraph of this Agreement to avoid delays in processing the invoice.

8. **Warranty.** The Contractor warrants to the Mining Company that the Services provided under this Agreement shall be performed in a good, workmanlike and efficient manner, in accordance with the generally accepted industry standards for consultants providing similar services and all applicable laws, regulations, labour agreements and working conditions to which the Contractor, the Services and the Project are subject.
9. **Non-Conforming Services.** In the event the Mining Company's rejects non-conforming Services, the Contractor shall have reasonable time to correct the non-conformance, provided that any resulting delay in its receipt of conforming Services is not likely to impede the Mining Company's operations, as determined by the Mining Company, in its sole discretion, of which the Mining Company shall give the Contractor notice. Should the Contractor fail to correct the non-conformance within a reasonable time, which in any event shall not exceed thirty (30) days or such shorter period specified by the Mining Company as will not impede its operations, in

additional to all other rights and remedies available to the Mining Company may recover the reasonable costs incurred by the Mining Company in correcting the non-conforming Services.
10. **Security of Performance.** Any element of time stipulated in this Agreement is of the essence. The Mining Company may, at any time, request written assurance that the Contractor will in good faith attempt to complete its performance on time. If the Contractor fails to give the Mining Company adequate assurance of performance after written demand therefore where reasonable grounds for the Mining Company's insecurity exist, then the Mining Company shall be entitled to terminate this Agreement as to Services not substantially completed at the time of such termination, without further liability to the Contractor. In that event, the Mining Company may procure elsewhere Services which are a reasonable substitute for the Services not substantially completed, and the Contractor shall be liable for the difference between the cost of such substitute Services and the price set forth in this Agreement for the Services involved.
11. **Use of Aircraft.** The Mining Company, in its sole discretion, may permit, but shall not have any obligation to do so unless otherwise agreed upon, the Contractor to transport its Personnel and/or the Services on aircraft or helicopters:
 - (b) owned and/or operated by Mining Company; or
 - (c) chartered by Mining Company from third parties

(collectively, "Air Transportation").

- (d) The Mining Company's offer of Air Transportation to the Contractor and the Contractor's or its Personnel's use of Air Transportation shall be:
 - (i) on a space available basis;
 - (ii) without charge to Contractor or its Personnel;
 - (iii) solely for the convenience of the Contractor or its Personnel in furtherance and in fulfillment of the Contractor's obligations under this Agreement; and
 - (iv) subject to the Contractor's and its Personnel's agreement, which is hereby granted, that Mining Company shall not have any liability to the Contractor or its Personnel, however arising, whether in tort, contract or otherwise, as a result of or arising out of or in connection with the transportation of the Contractor's Personnel and/or Services utilizing the Air Transportation.

- 12. Compliance with Law.** In the performance of its obligations under this Agreement, the Contractor shall comply with all applicable Laws. In addition, the Contractor and its Personnel shall comply with the Mining Company's policies and guidelines, including, but not limited to the following:
- (a) **Goldcorp Health & Safety System** - The Health & Safety System Manual summarizes and explains the Health and Safety System in place at the Site. The Contractor shall familiarize all of its Personnel who will enter the Site with the Health & Safety System Manual and such Personnel also shall follow the Mining Company's safety practices, rules and policies as applicable to their work.
 - (b) **Goldcorp Code of Business Conduct and Ethics** - Goldcorp has established a Code of Business Conduct and Ethics intended to document the principles of conduct and ethics to be followed by Goldcorp Inc., its employees, officers and directors. The Code is available at the following website http://www.goldcorp.com/resources/corporate_governance/code_of_ethics_and_conduct.pdf. The Contractor shall familiarize all of its Personnel with the Code of Business Conduct and Ethics and ensure their compliance.
 - (c) **Goldcorp Workplace Violence & Anti-Harassment Policy** – Goldcorp is committed to providing a safe work environment for all employees. Goldcorp is also committed to providing a work environment in which all individuals are treated with respect and dignity. The code is available at the following website <http://www.porcupinegoldmines.ca>. The Contractor shall familiarize all of its Personnel with the following policies; Workplace Violence Prevention Policy and Program, and Anti-Harassment Policy and Program.
 - (d) **Drug Testing** – The Site is a drug and alcohol free work place and the Contractor is responsible to ensure all of its Personnel are aware of this prior to

entering the Site and adhere to the policy. The Mining Company has developed a Workplace Drug and Alcohol Policy and Program. Intoxication while working, or illegal activities performed by the Contractor or its Personnel while present on the Site, is grounds for immediate termination.

- (e) **Firearms and Hunting** – Firearms and hunting are prohibited on the Site and on the Site access roads. Non-compliance with these prohibitions is grounds for immediate termination.
- (f) **Precious Metals Policy** – The Mining Company has a strict Precious Metals Policy at its Site. The Contractor and its Personnel who will enter the Site will be required to follow this policy, which includes searches as described below.

Everyone exiting the Site gatehouse will depress the large red button on the search selector, which is located on the counter in the gatehouse. Should the selector light indicate green, the subject will be allowed to exit, however all hand-carried objects are subject to a hand search by a security guard. Should the search selector indicate a tone and be red in colour, then this person will be subject to a wand metal detector search of his/her person and physical search of all personal items, (e.g., bags, jacket, lunch pail).

13. Infringement. The Contractor shall, at its own expense, hold harmless and defend the Mining Company against any claim, suit or proceeding brought against the Mining Company which is based upon a claim, whether rightful or otherwise, that the Services or any part thereof furnished under this Agreement constitutes an infringement of any patent, trade-mark or other intellectual property rights, and the Contractor shall pay all damages and costs awarded against the Mining Company. In case any Services, or any part thereof, is in such suit held to constitute infringement and the use of such Services or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Mining Company the right to continue using such Services or part thereof; or modify the Services or part thereof so it becomes non-infringing.

14. Indemnities and Limitation on Liability.

- (a) The Contractor agrees to indemnify and at all times hold the Mining Company, its Affiliates, and their Personnel (each an “Indemnified Party”) harmless from and against all Liabilities caused by the Contractor or its Personnel or arising out of (a) the Contractor’s performance under this Agreement, (b) a breach by Contractor or its Personnel of this Agreement, or (c) the transportation of the Contractor’s Personnel and/or Services utilizing Air Transportation pursuant to Section 13. If any claim or demand is asserted against an Indemnified Party in respect of which such Indemnified Party may be entitled to indemnification under this Agreement, written notice of such claim or demand shall promptly be given to the Contractor. The Contractor shall have the right, but not the obligation, by notifying the Indemnified Party within thirty (30) days after its receipt of the notice of the claim or demand, to assume the entire control of (subject to the right of the Indemnified Party to participate, at the Indemnified Party’s expense and with counsel of the Indemnified Party’s choice), the defense, compromise, or

settlement of the matter, including, at the Contractor's expense, employment of counsel of the Contractor's choice. Any damages to the assets or business of the Indemnified Party caused by a failure by the Contractor to defend, compromise, or settle a claim or demand in a reasonable and expeditious manner requested by the Indemnified Party shall be included in the damages for which the Contractor shall be obligated to indemnify the Indemnified Party. Any settlement or compromise of a matter by the Contractor shall include a full release of claims against the Indemnified Party which have arisen out of the indemnified claim or demand and shall be subject to the prior approval of the Indemnified Party, which approval shall not be unreasonably conditioned, delayed or withheld.

- (b) Neither Party shall be liable to the other, under any theory of law, including breach of contract, tort, equity, product liability or other theory, for any consequential, punitive, exemplary, or other indirect damages.

15. Independent Contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, other business relationship, fiduciary relationship or other relationship of confidence and trust between the Parties, other than the relationship of buyer and seller. The Contractor is an independent contractor and will be solely responsible for the supply of competent manpower and adequate supervision, wages, bonuses, personal tools, transportation, supplies, and materials as are required to perform its obligations under the Agreement. The Contractor hereby confirms that all of its Personnel will be fully covered under all applicable Workers' Compensation Laws.

16. Waiver. Failure of the Mining Company to insist upon strict performance of any of the terms and conditions set out in the Agreement, or failure or delay to exercise any rights or remedies provided herein or by law to properly notify the Contractor in the event of breach, or the acceptance or approval of or payment for any Services hereunder, shall not release the Contractor from any of the warranties or obligations of this Agreement and shall not be deemed a waiver of any right of the Mining Company to insist upon strict performance hereof or of any of its rights or remedies as to any such Services, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this Agreement by the Mining Company operate as a waiver of any of the terms hereof.

17. Termination.

- (a) The Mining Company shall have the right to terminate this Agreement by giving the Contractor not less than five (5) Business Days written notice in the event that:
 - (i) the Contractor fails to provide the Services in such a fashion as to ensure uninterrupted operation by the Mining Company;
 - (ii) the Contractor ceases or threatens to cease to carry on business in the ordinary course;

- (iii) the Contractor admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency; or
 - (iv) the Contractor initiates or has initiated against it insolvency proceedings.
 - (b) The Contractor shall have the right to terminate this Agreement by giving the Mining Company not less than five (5) Business Days written notice in the event of the Mining Company's non-payment of an undisputed invoice for more than sixty (60) days past the payment due date.
 - (c) The Mining Company shall have the right to terminate this Agreement for its convenience on Thirty (30) days written notice to the Contractor.
- 18. Confidentiality.** The Contractor acknowledges that it will have access to Confidential Information of the Mining Company. The Contractor covenants and agrees that during the Term of this Agreement and for a period of five (5) years following the termination of the Agreement it shall receive, protect and maintain the Confidential Information in the strictest confidence and shall not to disclose the Confidential Information to any person for any reason whatsoever other than to Contractor's Personnel who have a need to know the Confidential Information for the purposes of this Agreement.
 - (a) On request, the Contractor shall notify the Mining Company of the identity of each of the Contractor's Personnel to whom any Confidential Information has been delivered or disclosed. The Contractor agrees that prior to disclosure of Confidential Information to any such Personnel it will inform each such Personnel of the confidential nature of the Confidential Information and require each such Personnel to treat the Confidential Information as confidential.
 - (b) The Contractor shall use the Confidential Information, directly or indirectly, solely for the purpose of performing its obligations under this Agreement.
 - (c) The Contractor agrees that upon written request by the Mining Company it will:
 - (i) promptly return, within five (5) Business Days of receipt of the Mining Company's request, all Confidential Information and any and all copies thereof to the Mining Company and shall require each of its Personnel to do likewise; and
 - (ii) certify in writing that it and its Personnel have permanently deleted any Confidential Information stored by it in a computer or electronic retrieval system so that it is incapable of retrieval.
 - (d) The Contractor acknowledges that the Confidential Information is proprietary and confidential and that the Mining Company will be irreparably damaged if any of the provisions contained in this Paragraph 17 are not performed by the Contractor or its Personnel in accordance with the terms set out herein. The Contractor agrees that the Mining Company shall have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction,

enjoining any breach or threatened breach of these provisions by the Contractor or its Personnel.

- 19. Force Majeure.** The Contractor shall not be liable for delays in delivery or failure to manufacture or deliver Services, and the Mining Company shall not be liable for delays or failure in the purchase, acceptance or consumption of Services, due to causes (except financial) beyond such Party's reasonable control, including, without limitation, acts of God, acts of civil or military authority, fires, floods, demonstrations or protests, epidemics, wars or riots. The Party declaring force majeure shall provide written notice to the other Party describing the cause and the period of expected delay. If, under these circumstances, the Party not declaring force majeure decides that any such delay is not likely to impede its operations, the date of delivery, purchase or consumption, as the case may be, shall be extended for the period equal to the time actually lost by reason of the delay. However, if such Party decides that such delay is likely to impede its operations, both Parties hereto shall immediately consult with one another for the purpose of determining and agreeing upon a basis on which the delivery, purchase or consumption of Services shall resume prior to the end of the delay period. If the Parties do not, within fifteen (15) days of their initial consultation, agree upon a solution of the problems involved, then the Party not declaring force majeure may, by written notice, cancel that portion of the order which is delayed and, in the case of the Mining Company, procure elsewhere Services in substitution for the Services.
- 20. Insurance.** Contractor hereby confirms that all of its employees, supervisors, subcontractors and their employees and/or representatives will be fully covered under Worker's Compensation and costs will be the sole responsibility of Contractor. Throughout the Term of this Agreement and for a period of one (1) year thereafter, the Contractor shall maintain at its own expense, and with an insurance company authorized to do business in the jurisdictions where the Contractor's obligations under this Agreement are to be performed, the following insurance coverage.
- (a) Comprehensive general liability insurance policy with a limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage and with a deductible of not more than \$25,000.00.
 - (b) Automobile liability insurance policy with a limit of not less than \$5,000,000.00 per occurrence for bodily injury and property damage and with a deductible of not more than \$25,000.00.
 - (c) Each such policy shall name the Mining Company as an additional or co-insured and shall contain a cross liability clause. The policy must contain a clause stating that thirty (30) days written notice will be given to the Mining Company by the insurer in the event of a material change, cancellation or expiration of the insurance coverage. Upon request from the Mining Company, the Contractor shall deliver to the Mining Company a certified copy of an insurance policy or a certificate of insurance stating that the insurance required under this Agreement is in good standing. If the Contractor fails to deliver to the Mining Company a certified copy of insurance within ten (10) days of a request therefore the Mining Company may, at the expense of the Contractor, arrange such insurance coverage which the Mining Company, in its discretion, deems advisable and the

cost of such insurance shall be due and payable by the Contractor to the Mining Company on demand.

- 21. Disputes.** Except in respect of any breach of Paragraph 17, any dispute, whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the events leading up to the formation of Mining Company's and Contractor's relationship, and (d) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph (a "Dispute") shall be resolved as follows.
- (a) The Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by agreement of the Parties.
 - (b) If negotiations are unsuccessful, the Parties shall, at the request of either Party, attempt to mediate the Dispute before a mutually acceptable mediator. The mediation shall be completed within three (3) weeks of the request for mediation unless the Parties extend the period in writing.
 - (c) If the Dispute is not settled by mediation, the Dispute shall be submitted to binding arbitration in accordance with the arbitration Act of Ontario RSD1970, as amended.
 - (i) The arbitration shall be conducted by a single arbitrator appointed as provided in the arbitration Act of Ontario RSD1970,, as amended. The arbitrator shall be experienced in the subject matter of the Dispute.
 - (ii) The arbitration shall be conducted in a location convenient to the Site at a location to be selected by the arbitrator.
 - (iii) The arbitrator may provide for such discovery or disclosure of positions, experts, evidence as the arbitrator deems to be prudent and efficient to the arbitration process.
 - (iv) The arbitrator shall issue a written ruling on the Dispute within six (6) months after the submission of the Dispute to arbitration. The arbitrator's decision shall be final and binding on the Parties and not subject to appeal or review. The prevailing Party shall be entitled to an award of costs and attorneys' fees unless the arbitrator determines that each Party should bear its own costs and share the common costs of arbitration.
 - (v) Any judgment upon the award rendered by the arbitrator shall be final and binding on the Parties and may be entered by any court having jurisdiction thereof.
- 22. Notice.** Any notice required or authorized to be given under this Agreement shall be in writing and shall be delivered (a) in person, (b) by facsimile, (c) by registered mail, return receipt requested, or (d) by reputable courier service. Notices shall be effective upon the date of delivery, if delivered during the recipient's normal business hours, or on the next

business day if delivered after the recipient's normal business hours. Notices shall be addressed to the Parties as follows. Either Party may change its address by notice to the other Party.

If to the Mining Company:

- Telephone: (705) 235-6567
Facsimile: (705) 235-2499
Attention: Peter Pecore/Lynn Millions, Materials Management Supervisor

Invoices shall be sent to:

- Telephone: (705) 235-6790
Facsimile: (705) 235-2343
Attention: Chantal Brunet

If to the Contractor:

- Telephone:
Facsimile:
Attention:

23. **No Assignment.** Any purported assignments by the Contractor of this Agreement or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, which shall be deemed to include any transaction resulting in a change in the person(s) who Control the Contractor, without the prior written consent of the Mining Company shall be void. The Mining Company may assign this Agreement to any Affiliate or subsequent Mining Company of the Site upon written notice to the Contractor.
24. **Applicable Law.** The definition of terms used, interpretation of this Agreement and the rights of all Parties hereunder shall be construed under and governed by the laws of the Province of Ontario applicable federal laws of Canada therein applicable therein. Each party irrevocably attorns to the jurisdiction of the courts of Province of Ontario and all courts having appellate jurisdiction there over and any proceeding commenced or maintained by a Party in respect of, or arising because of, this Agreement will be commenced or maintained only in such of those courts as is appropriate.
25. **Successors and Assigns.** This Agreement shall bind and enure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

26. **Third Party Beneficiaries.** This Agreement shall be construed to benefit the Parties and their respective successors and assigns only, and shall not be construed to create third party beneficiary rights in any other party or in any governmental organization or agency.
27. **Integration.** This Agreement contains the entire understanding of the Parties and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. There are no promises, commitments, obligations, duties or rights of the Parties except as set forth in this Agreement.
28. **Modification.** This Agreement shall not be modified except in writing signed by both Parties.
29. **Survival.** Paragraphs 6, 11, 12, 13, 17, 19, 20, and 23 of this Agreement shall survive the termination of the Agreement indefinitely, unless a shorter period is specified therefore in the applicable Paragraph.
30. **No Waiver.** No failure or delay by a Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.
31. **Legal Fees and Costs.** If legal action is instituted to enforce a decision of an arbitrator granted pursuant to Section 20 of this Agreement, the prevailing party shall be entitled to be reimbursed for all costs and legal fees incurred in that action.
32. **Headings.** The insertion of headings in this Agreement is for convenience of reference only and is not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
33. **Severance.** 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.
34. **Counterparts.** This Agreement may be executed in any number of counterparts, and it shall not be necessary that the signatures of both Parties be contained on any counterpart. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument.
35. **Definitions.** In this Agreement, capitalized words and expressions not otherwise defined shall have the following meanings.
 - (a) "Affiliate" means, as to any Party, any person, corporation, partnership, limited liability company, joint venture, or other form of business entity which directly or indirectly Controls, is Controlled by, or is under common Control with, that Party.
 - (b) "Business Day" means any day, other than a Saturday, Sunday or statutory holiday, that the Site is operational.
 - (c) "Confidential Information" means any and all proprietary and confidential information respecting the business, commercial, legal, financial and technical

interests and operations of the Mining Company, including but not limited to, any and all data, records, reports, calculations, opinions, maps, charts, documents, information and materials (including geological, geophysical, magnetic, electromagnetic and radiometric survey notes, core samples, drill logs, documents, interpretations, plans, maps, sections, drawings, writings, papers, materials and all other things related thereto), policies, services, processes, procedures, methods, formulations, trade secrets, intellectual property, facilities, products, plans, affairs, transactions, organizations, supplier and client lists, and analyses, interpretations, studies and opinions in any way derived from any of the Confidential Information, all summaries, extracts or copies therefrom and all notes, memoranda, or analysis based thereon, regardless of the format (e.g., electronic, paper, film, or oral) in which the Confidential Information is conveyed, stored, or presented. Confidential Information shall not include information which (i) is part of the public domain at the time it is disclosed to the Contractor; (ii) is made known to the Contractor without an obligation of confidentiality by a third party who did not acquire the information, either directly or indirectly, under an obligation of confidentiality; (iii) after it is made known to the Contractor becomes part of the public domain through no fault of the Contractor or of any person to whom the Contractor has disclosed the Confidential Information; or (iv) Contractor can establish was in its possession prior to the disclosure of such Confidential Information by the Mining Company without breach of any obligation of confidentiality and not obtained by any illegal or improper means.

- (e) “Control” used as a verb means, when used with respect to an entity, the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of such entity through (i) the legal or beneficial ownership of voting securities or membership interests; (ii) the right to appoint managers, directors or corporate management; (iii) contract; (iv) operating agreement; (v) voting trust; or (vi) otherwise; and, when used with respect to a person, means the actual or legal ability to control the actions of another, through family relationship, agency, contract or otherwise; and “Control” used as a noun means an interest which gives the holder the ability to exercise any of the foregoing powers.
- (f) “Dangerous Goods” means any substance defined as a Dangerous Good by the Canadian Transportation of Dangerous Goods (TDG) Act, the International Maritime Dangerous Goods (IMDG) Code, the United Nations Economic and Social Council Model Regulations on the Transportation of Dangerous Goods or any other similar applicable Law.
- (g) “Dollars” or “\$” means lawful currency of Canada.
- (h) “Environmental Laws” means Laws aimed at reclamation or restoration of property; abatement of pollution; protection of the environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and dangerous substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic, dangerous or hazardous substances as wastes into the environment, including

without limitation, ambient air, surface water and groundwater; and all other Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic, dangerous or hazardous substances or wastes.

- (i) “Laws” means all federal, state, provincial, municipal, and local laws, regulations, ordinances, orders, rules, decrees, and amendments thereto, applicable to the Contractor or the performance of this Agreement.
- (j) “Liabilities” means all claims, demands, suits, complaints, actions, damages, costs, expenses, attorneys’ fees, investigation costs, remediation costs, awards, decrees, orders, judgments, fines, penalties, injunctions, or similar decisions that may adversely affect the interests of a Party.
- (k) “Personnel” means the employees, contractors and subcontractors and their respective employees, representatives or agents of a Party.

36. Agreement Documents. This Contact shall be comprised of:

- a. The Agreement;
- b. Schedule 1 – Scope of Work for Services
- c. Schedule 2 – Price
- d. Schedule 3 – Summary/Miscellaneous

In the event of any conflict between the provisions of the Agreement and any Schedule, the provisions of the Agreement shall control.



TENDER ACCEPTANCE FORM / AGREEMENT

RFT:

The entire Tender exists herein and in Appendices hereto. There are no other promises, representatives of warranties affecting this Tender and any other or different terms or conditions in any purchase orders issued or accepted hereunder shall be deemed null and void.

This Tender becomes valid when signed by persons duly authorized by **CONTRACTOR** and **MINING COMPANY**. Such signatures constitute the complete acceptance of all terms and conditions as stated herein. Signed for and on behalf of:

In the event of any conflict between the provisions of the Agreement and any Schedule, the provisions of the Agreement shall control.

IN WITNESS WHEREOF the Parties hereto have caused their respective authorized officers to execute this Agreement to be effective as of the day and year written below.

CONTRACTOR

Company Name (please print) _____

Signature _____ Title _____

Name (please print) _____

In the presence of:

Signature _____

This _____ Day of _____ 2011

Signed for and on behalf of **PORCUPINE GOLD MINES**

Signature _____ Title _____

In the presence of:

Signature _____

This _____ Day of _____ 2011

******* PLEASE SIGN AND RETURN THIS PAGE UPON SUBMITTAL OF YOUR BID *******



SCHEDULE 1 – SCOPE OF WORK FOR SERVICES

to that certain Technical Services Agreement

by and between

PORCUPINE GOLD MINES

And



SCHEDULE 2 – PRICE

to that certain Technical Services Agreement

by and between

PORCUPINE GOLD MINES

and



SCHEDULE 3 – SUMMARY/MISCELLANEOUS

to that certain Technical Services Agreement

by and between

PORCUPINE GOLD MINES

and

PORCUPINE GOLD MINES		
Ship to Address:		Invoice Address:
DOME MINE: 4315 Gold Mine Road South Porcupine, Ontario P0N 1H0		4315 Gold Mine Road South Porcupine, ON P0N 1H0
HOYLE POND MINE: Hwy 101 East Porcupine, ON P0N 1H0		
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Purchasing/Expediting		
Lynn Alexandre	(705) 235-6565	lynn.alexandre@goldcorp.com
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Project Manager		