

**Individual Reparations Program  
Agreement**

<b>Date</b>	30 January 2014
<b>Parties</b>	
1.	[redacted] (the <i>Claimant</i> )
2.	Barrick (Niugini) Limited ( <i>Barrick</i> )
3.	Porgera Remediation Framework Association Inc. ( <i>PRFA</i> )
<b>Recitals</b>	
A.	The Claimant was the subject of sexual violence attributable to one or more current or former employees of the Porgera Joint Venture (the <i>Conduct</i> ).
B.	While not admitting any liability, Barrick acknowledges the Conduct, expresses its regret for the harm suffered by the Claimant and encourages the Claimant to pursue criminal and any other civil legal action against the alleged individual perpetrator(s) of the Conduct.

It is agreed as follows:

1. PRFA agrees to provide the reparations set out in the attached
  - Reparations Pro Forma Agreement signed by the Claimant dated 30 January 2014
  - Claim Assessment dated 16 December 2013and the recommendations of the Review Panel (the *Reparations*), to the Claimant in order to provide remedy for the harm(s) suffered as a result of the Conduct.
2. PRFA agrees to provide grants, reimbursements and pay for services to and for the Claimant up to and equal to the sum of **K21 320.00** per the Claimants Reparations Pro Forma Agreement. PRFA will also enable access to each of the programs listed in the attached Claim Assessment, and Proforma Agreement, subject to availability.
3. The Claimant accepts the Reparations, and acknowledges that they and this release (together, this *Agreement*) have been provided or explained to her in a language with which she is familiar by a qualified lawyer, and that she is entering into this Agreement voluntarily and without coercion or duress.
4. The Claimant agrees that, in consideration for the Reparations, on and from the date of signing this Agreement, she will not pursue any claim for compensation, or any civil legal action, that relates in any way to the Conduct, against the Porgera Joint Venture, PRFA or

Barrick in Papua New Guinea or in any other jurisdiction. This expressly excludes any criminal action that may be brought by any state, governmental or international entity.

5. This Agreement may be pleaded and tendered by Barrick, the Porgera Joint Venture and PRFA as an absolute bar and defence to any civil legal action relying on any acts related to the Conduct which the Claimant may bring or participate in against Barrick, the Porgera Joint Venture or PRFA. The Agreement may be relied on by Barrick, the Porgera Joint Venture or PRFA in any form of dispute resolution process connected to such a legal proceeding.
6. A Party cannot change or transfer any of its rights or obligations under this Agreement, or attempt or claim to do so, without the prior written consent of each other Party.
7. In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach or termination (a *Dispute*), the Parties shall use reasonable efforts to resolve such Dispute through amicable negotiations.
8. This Agreement, and any Disputes, shall be governed by the laws of Papua New Guinea.
9. Any and all Disputes relating to this Agreement shall be resolved exclusively by the courts of Papua New Guinea. Each Party submits to the jurisdiction of the courts of Papua New Guinea.

**Executed in** **Papua New Guinea**

**Signed by** \_\_\_\_\_ **in the**  
**presence of:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**Signed by** \_\_\_\_\_ **on behalf of**  
**Barrick in the presence of:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name