F I N A L R E P O R T

EXPERT REVIEW OF TIMOK GOLD PROJECT PROCESS TECHNOLOGY

Bor, 2022

ИНСТИТУТ ЗА РУДАРСТВО И МЕТАЛУРГИЈУ БОР
Зелени булевар 35, п.ф.152
19210 Бор, Србија

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35 Zeleni bulevar, POB 152
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ПИБ : 100627146 * МБ : 07130279 *Жиро рачун: 160 - 42 - 434 -38

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Subject: FINAL REPORT FOR EXPERT REVIEW OF TIMOK GOLD PROJECT PROCESS TECHNOLOGY

Client: DPM AVALA D.O.O. BEOGRAD

Name of the Report: EXPERT REVIEW OF TIMOK GOLD PROJECT PROCESS TECHNOLOGY

Contractor: MINING AND METALLURGY INSTITUTE BOR
CENTER FOR PROJECTS OF METALLIC MIN. RAW MATERIALS
CENTER FOR DEVELOPMENT TECHNOLOGIES IN METALLURGY

TEAM EXPERTS:

1. **Mineral processing part**

Ph.D. Dragan Milanović

Ph.D. Daniela Urošević

M.Sc. Ivan Svrkota

2. **Metallurgical part**

Ph.D. Ljiljana Avramović, B.Sc.Technology

Ph.D. Vesna Conić, B.Sc.Metallurgy

M.Sc. Vanja Trifunović, B.Sc.Technology

Suzana Dragulović, B.Sc.Technology

M.Sc. Miloš Janošević, B.Sc.Metallurgy

Ph.D. Dragana Božić, B.Sc.Metallurgy

Ph.D. Silvana Dimitrijević, B.Sc.Metallurgy

3. **Mineralogy part**

Goran Pačkovski

Slađana Krstić

4. **Economic part**

Lidija Bućan

Dejan Bugarin

5. **Slope Stability part**

Radmilo Rajkovic, mining engineer

Number of copies: 2

HEAD OF CENTER
Projects of Metallic Min. Raw Materils

M.Sc. Igor Svrkota, mining engineer

GENERAL MANAGER
Mining and Metallurgy Institute Bor

Ph.D. Mile Bugarin, Scientific Advisor

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ИНСТИТУТ ЗА РУДАРСТВО И МЕТАЛУРГИЈУ БОР
Број: 1149/22
30.06.2022 год.
БОР, Зелени булевар 35

DPM Avala doo
Br. 275/22
28.06.2022 god.
BEOGRAD

Services Agreement	Ugovor o pružanju usluga
This services agreement dated and effective as of 10.06.2022 (the "**Agreement**") is made between: 1) **DPM Avala d.o.o. Beograd**, with registered seat in Belgrade, Serbia, Bulevar despota Stefana 12, registration no. 17564471, TIN 103429851 (the "**Company**") and 2) **Mining and Metallurgy Institute Bor** with registered seat in Bor, Serbia, 35 Zeleni bulevar, POB 152 registration no. 07130279, TIN 100627146 (the "**Contractor**"); jointly referred to as the **"Parties"** and individually as the "**Party**".	Ovaj Ugovor o pružanju usluga zaključen je i primenjuje se od dana 10.06.2022 godine ("**Sporazum**") između: 1) **DPM Avala d.o.o. Beograd,** sa sedištem na adresi Bulevar despota Stefana 12, Beograd, Srbija, matični broj 17564471, PIB 103429851 (**Društvo**"); i 2) **Institut za rudarstvo i metalurgiju Bor,** sa sedištem na adresi Zeleni bulevar 35, Bor, Srbija, p.f. 152, matični broj 07130279, PIB 100627146 ("**Izvođač**"), zajednički označene kao **"Strane",** a pojedinačno kao „**Strana**".
1. Scope of Services: The Contractor shall provide to the Company: Peer Review of Timok Gold Project process technology (hereinafter "Services") as described in A) The Scope of Work doc. No. TGP110-0000-1100-SOW-0001_A, attached as Appendix 1 hereof, B) Proposal of the Contractor, no. P041.224-22.415 dated 13.04.2022, attached as Appendix 2 hereof, C) Bid Clarification Register no. TG5055 06-1000-3110-BCR-0002_A_MMI, attached as Appendix 3 hereof. All documents mentioned above are forming an integral part of this Agreement. In case of discrepancy between wording of this Agreement and any Appendix, provisions of this Agreement shall prevail and shall be applied. The appendices have order of priority in reverse to the order listed above.	**1. Predmet usluga**: Izvođač će pružiti Društvu : Stručni pregled procesne tehnologije Timok Gold Projekta (u daljem tekstu „**Usluge**") kako je opisano u: A) Obimu usluga dokument. br. TGP110-0000-1100-SOV-0001_A, koji predstavlja prilog 1 ovog Sporazuma, B) Ponudi Izvođača, br. P041.224-22.415 od 13.04.2022. godine koja predstavlja prilog 2 ovog Sporazuma, C) Pojašnjenju ponude br. TG5055 06-1000-3110-BCR-0002_A_MMI, koje predstavlja prilog 3 ovog Sporazuma. Svi gore pomenuti dokumenti čine sastavni deo ovog Sporazuma. U slučaju neslaganja između teksta ovog Sporazuma i bilo kog priloga, odredbe ovog Sporazuma će imati prednost i biće primenjene. Prilozi imaju redosled prioriteta obrnuto od gore navedenog.
2. Standard of Care: The Contractor shall: a. perform the Services honestly, in good faith, with a view to the best interests of Company; b. exercise at least the degree of care, skill and diligence in providing the Services which is exercised by diligent and prudent professionals performing similar services in accordance with best industry practices; c. comply with all applicable laws, rules and regulations from time to time in force, related to the performance of the Services, including without limitation the Law on Mining and Geological Explorations ("Off. Gazette of the RS", no. 101/2015, 95/2018 – other law and	**2. Standard pažnje:** Izvođač će: a. obavljati Usluge pošteno, u dobroj veri, sa ciljem da budu u najboljem interesu Društva; b. prilikom pružanja Usluga primenjivati najmanje stepen pažnje, veština i marljivosti koji primenjuju revnosni i oprezni profesionalci koji obavljaju slične usluge u skladu sa najboljim praksama delatnosti; c. u vezi sa Uslugama poštovati sve važeće zakone, pravila i propise koji su u tom trenutku na snazi, uključujući bez ograničenja, Zakon o rudarstvu i geološkim istraživanjima ("Sl. glasnik RS", br. 101/2015 i 95/2018 - dr. Zakon i 40/2021), Pravilnik o sadržini projekata

40/2021), the Rulebook on the of the Feasibility Study for the exploration of mineral resources ("Off. Gazette of the RS", no. 108/2006) and other respective laws, as well as all laws and regulations prohibiting the bribery and corruption of Public Officials (in any case Law on Anti-corruption Agency („Off. Gazette of the RS", no. 97/2008, 53/2010, 66/2011 - CC decision, 67/2013 - CC decision, 112/2013 - authentic interpretation and 8/2015 - CC decision), the Law on Financing Political Activities ("Off. Gazette of the RS", no. 43/2011 and 123/2014), Rulebook on Gifts Given to Public Officials ("Off. Gazette of the RS", no. 81/2010 and 92/2011)). In addition, the Contractor acknowledges that the beneficial owner of the Company Dundee Precious Metals Inc. with registered seat in Canada, Suite 500, P.O. Box 195, 1 Adelaide Street East, Toronto, ON, M5C 2V9 ("**DPM**") is a publicly traded company due to which the Company is also obliged to apply the Corruption of Foreign Public Officials Act of Canada and Foreign Corrupt Practices Act of the United States, which the Contractor accepts to comply with as well as that it is aware of "insider trading" and "tipping" provisions of the Securities Act (Ontario) and that he shall not engage in any such activity in connection with securities of DPM;	geoloških istraživanja i elaborata o rezultatima geoloških istraživanja ("Sl. glasnik RS", br. 51/96) i druge odgovarajuće propise, kao i sve zakone i propise koji regulišu sprečavanje mita i korupcije i kojima se zabranjuju podmićivanje i korumpiranje javnih funkcionera (a u svakom slučaju Zakon o Agenciji za borbu protiv korupcije („Sl. glasnik RS", br. 97/2008, 53/2010, 66/2011 - odluka US, 67/2013 - odluka US, 112/2013 - autentično tumačenje i 8/2015 - odluka US), Zakon o finansiranju političkih aktivnosti ("Sl. glasnik RS", br. 43/2011 i 123/2014), Pravilnik o poklonima funkcionera ("Sl. glasnik RS", br. 81/2010 i 92/2011)). Pored toga, Izvođač je upoznat i sa tim da je krajnji vlasnik Društva kompanija Dundee Precious Metals Inc. sa sedištem u Kanadi, Suite 500, P.O. Box 195, 1 Adelaide Street East, Toronto, ON, M5C 2V9 ("**DPM**") čijim se akcijama javno trguje usled čega je Društvo dužno da primenjuje i kanadski Zakon o korupciji inostranih javnih funkcionera i Zakon SAD o inostranim korupcionaškim praksama što Izvođač potpisom Sporazuma potvrđuje i saglasan je da poštuje kao i da je upoznat sa odredbama o "insajder trgovanju" i "tiping-u" (davanje napojnice) Zakona o hartijama od vrednosti (Ontario) i da se neće angažovati ni u jednoj takvoj aktivnosti u vezi sa hartijama od vrednosti DPM;
d. without limitation to the foregoing, not offer, pay, give, or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value or loan, reward, advantage or benefit of any kind to (I) any Public Official for the benefit of such Public Official as consideration for an act or omission by such Public Official in the performance of its duties or functions or to influence any acts or decisions of such Public Official or to induce such Public Official to use its influence to assist the Contractor in the performance of the Services or to benefit Company; (II) any political party or candidate for public office for such purpose; (III) any Person if the Contractor knows or has reason to know that such money or thing of value will be offered, promised, paid, or given, directly or indirectly, to any Public Official; (IV) induce such Public Official to affect or influence any act or decision of a government, or any agency or state-owned company; (V) improperly assist it in obtaining or retaining business or directing business; (VI) secure any improper advantage; (VII) induce any Public Official to improperly perform a relevant function or activity; or (VIII) reward any Public Official for the improper performance of such a function or activity. In this Agreement "Public Official" means: (I) any person holding	d. bez ograničavanja napred navedenog, neće nuditi, plaćati, davati ili obećavati da plati ili dâ, direktno ili indirektno, bilo kakvu uplatu ili poklon u novcu ili u vidu neke stvari od vrednosti, ili zajam nagradu, prednost ili korist bilo koje vrste (I) bilo kom javnom funkcioneru u korist tog javnog funkcionera kao nadoknadu za činjenje ili nečinjenje tog javnog funkcionera u obavljanju njegovih dužnosti ili funkcija ili radi vršenja uticaja na bilo koje radnje ili odluke tog javnog funkcionera, ili za navođenje tog javnog funkcionera da koristi svoj uticaj da bi pomogao Izvođaču u obavljanju Usluga ili u korist Društva; (II) bilo kojoj političkoj stranci ili kandidatu za javnu funkciju za tu svrhu; (III) bilo kom licu ako Izvođač zna ili ima razloga da zna da će taj novac ili stvar od vrednosti biti ponuđeni, obećani, plaćeni ili dati, direktno ili indirektno, bilo kom javnom funkcioneru; (IV) neće navoditi tog javnog funkcionera da ugrozi ili da utiče na bilo kakvu radnju ili odluku Vlade ili bilo koje agencije ili privrednog društva u državnom vlasništvu; (V) neće mu na neprimeren način pomagati u pribavljanju ili zadržavanju poslovanja ili u usmeravanju poslovanja; (VI) neće obezbeđivati nikakvu neprikladnu prednost; (VII) neće navoditi ni jednog javnog funkcionera da neprikladno obavlja odgovarajuću funkciju ili aktivnost; ili

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a legislative, administrative or judicial office of a country, government, state, province or municipality, whether appointed or elected; (II) any person exercising a public function for a country, government, state, province or municipality, including for a government agency, board, commission, corporation or other body or authority; (III) any official or agent of a public international organisation (such as the United Nations, the World Bank, or the International Monetary Fund); and (IV) any political party or official of a political party or a candidate for public office;

(VIII) nagrađivati bilo kog javnog funkcionera za neprimereno obavljanje te funkcije ili aktivnosti. U ovom Sporazumu "javni funkcioner" znači: (I) svako lice koje ima zakonodavnu, administrativnu ili sudsku funkciju u zemlji, vladi, državi, pokrajini ili opštini, bilo da je imenovano ili izabrano; (II) svako lice koje vrši javnu funkciju za zemlju, vladu, državu, pokrajinu ili opštinu, uključujući za vladinu agenciju, odbor, komisiju, korporaciju ili drugo telo ili organ; (III) svaki funkcioner ili zastupnik javne međunarodne organizacije (kao što su Ujedinjene Nacije, Svetska banka ili Međunarodni monetarni fond); i (IV) svaka politička stranka ili funkcioner političke stranke ili kandidat za političku funkciju;

e. not make any payment to or incur any expense (such as entertainment, gifts, etc.) for any Governmental Authority or Public Official on behalf of Company except with Company's prior written consent. In this Agreement "Governmental Authority" means: (I) any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority and any subdivision of any of them exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory, or taxing authority or power of any nature; and (II) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them, and any representative member of any of them;

e. neće vršiti bilo kakvo plaćanje niti praviti bilo kakav rashod (kao što su troškovi reprezentacije, pokloni, itd.) za bilo koji Vladin organ ili javnog funkcionera u ime Društva, osim uz prethodni pisani pristanak Društva. U ovom Sporazumu „Vladin organ" znači: (I) svaka vlada na federalnom nivou, nivou pokrajine, lokalne države, opštine, regionalnom, teritorijalnom, domorodačkom ili drugom nivou vlade, vladino ili javno ministarstvo, filijala, ministarstvo ili sud, domaći ili inostrani, uključujući svaki okrug, agenciju, komisiju, odbor, arbitražno veće ili organ i svaku dalju podelu bilo koga od njih koji obavljaju ili imaju pravo da obavljaju bilo kakvo administrativno, izvršno, sudsko, ministarsko, isključivo, zakonodavno, regulatorno ili poresko ovlašćenje bilo koje prirode; i (II) svako kvazi-vladino ili privatno telo koje izvršava ovlašćenja koja se tiču regulative, eksproprijacije ili oporezivanja po osnovu ili za račun bilo kog od njih, i svaka dalja podela bilo koga od njih, i svaki član koji zastupa bilo koga od njih;

f. comply with the relevant corporate policies of the Company, including DPM's Code of Business Conduct and Ethics, DPM's Anti-Bribery & Anti-Corruption Policy, DPM Speak up and reporting policy attached as Appendices 4, 5 and 6, and any other policies as provided by the Company to the Contractor from time to time;

f. pridržavaće se relevantnih korporativnih politika Društva, uključujući DPM-ov Kodeks poslovnog ponašanja i etiku, Politiku DPM o borbi protiv mita i korupcije, Politiku DPM o uzbunjivačima koje predstavljaju priloge 4, 5, i 6 ovog Sporazuma i druge politike koje Društvo bude povremeno dostavljalo Izvođaču;

3. Relationship of the Parties:

The Contractor is an independent contractor and not the employee or agent of Company in any respect whatsoever nor does this Agreement create any partnership, joint venture or other relationship between the Company and the Contractor other than independent contractors. The Contractor will

3. Odnos Strana:

Izvođač je samostalni izvođač, a ne zaposleno lice ili zastupnik Društva u bilo kom pogledu, niti ovaj Sporazum kreira bilo kakav partnerski odnos, zajedničko ulaganje ili drugi odnos između Društva i Izvođača, osim odnosa samostalnih izvođača. Izvođač neće imati nikakvo ovlašćenje da zaključuje, stupa u,

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have no authority to enter into, incur, make, change, enlarge or modify any contract, liability or agreement, obligation, representations, guarantee, warranty or commitment on behalf of the Company, its affiliates and/or subsidiaries unless expressly approved in writing by duly authorized representatives of the Company in the performance of the Services contemplated under this Agreement.

The Services to be performed under this Agreement shall be carried on by the Contractor. The Contractor shall be liable to the Company for provision of all Services and provision of Services shall be under own direction and superintendence of the Contractor and at its own risk, shall comply with all provisions of the Agreement when performing the services.

4. Professional Fees, Expenses and Payment Terms:

The Company will pay the Contractor for all his Services, the total price of EUR 95,000.00 (ninety-five thousand euros) in RSD countervalue at the middle exchange rate of the National Bank of Serbia on the day of payment, plus the respective amount of value added tax, in line with the following dynamics:

- 60% after submission for the review final report,
- 40% after the final report approval by the Company.

In addition, the Company may reimburse the Contractor for all reasonable expenses, incurred in providing the Services, which shall be detailed in an expense report and supported by respective receipts. For clarification, any such costs shall require the prior written approval of the Company.

The Contractor will be responsible for all income taxes, social security payments and other employment-related deductions required by law in their home country and in the countries where the Services are performed.

The Contractor shall provide the Company with an invoice after submission of final report and after the final report is approved by the Company. Payment will be made by wire transfer to the Contractor no later than thirty (30) days following the receipt of the invoice by the Company together with the final report/approval of the final report.

pravi, menja, proširuje ili modifikuje bilo kakav ugovor, odgovornost ili sporazum, obavezu, izjave, garanciju, jemstvo ili obavezu u ime Društva, njegovih povezanih lica i/ili zavisnih društava, osim ako to izričito i u pisanoj formi odobre uredno ovlašćeni predstavnici Društva u izvršavanju Usluga koje su predviđene na osnovu ovog Sporazuma.

Usluge koje treba da se izvrše po osnovu ovog Sporazuma izvršiće Izvođač. Izvođač je odgovoran Društvu za pružanje svih Usluga, i Usluge će biti pružene u sopstvenoj organizaciji i pod nadzorom Izvođača i o Izvođačevom riziku, pri čemu će poštovati sve odredbe Sporazuma prilikom pružanja Usluga.

4. Naknada za Usluge, troškovi i uslovi plaćanja:

Za sve pružene Usluge Društvo će platiti Izvođaču naknadu u ukupnom iznosu od 95.000,00 evra (EUR) u dinarskoj protivvrednosti prema srednjem kursu Narodne banke Srbije na dan isplate, uvećanu za pripadajući porez na dodatu vrednost prema sledećoj dinamici:

- 60% naknade nakon dostavljanja finalnog izveštaja na pregled;
- 40% naknade nakon odobrenja finalnog izveštaja od strane Društva.

Dodatno, Društvo može nadoknaditi Izvođaču sve razumne troškove, nastale pružanjem usluge, koji će biti navedeni u izveštaju o troškovima i opravdani odgovarajućim računima/priznanicama. Pojašnjenja radi, takvi troškovi moraju biti prethodno odobreni od Društva u pisanoj formi.

Izvođač će biti odgovoran za sve poreze na prihod, plaćanje socijalnog osiguranja i druga oduzimanja koja se odnose na zapošljavanje, a koja se zahtevaju zakonom u zemlji njegovog sedišta i u zemljama gde se Usluge vrše.

Izvođač će dostaviti Društvu fakturu nakon nakon dostavljanja finalnog izveštaja i nakon odobrenja finalnog izveštaja od strane Društva. Plaćanje će biti vršeno elektronski Izvođaču najkasnije u roku od trideset (30) dana nakon prijema fakture od strane Društva zajedno sa finalnim izveštajem/odobravanjem finalnog izveštaja.

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In case that the Contractor realizes that the estimated costs for required services shall exceed the cost estimation stated under point E of the Proposal, the Contractor shall immediately inform the Company thereof and shall provide relevant explanation and seek the Company's approval of any unplanned and excessive work exceeding the cost estimation.	U slučaju da Izvođač shvati da će procenjeni trošak zahtevanih usluga premašiti procenu troška navedenu pod tačkom E Ponude, Izvođač će odmah obavestiti Društvo o tome, pružiti odgovarajuće objašnjenje i zahtevati saglasnost Društva na bilo koje neplanirane radove i radov većeg obima koji premašuju procenjene troškove.
5. Term and Termination:	**5. Rok i raskid:**
This Agreement shall be effective as of the date of its execution and remain in force until the Services are provided in full under the Agreement unless the Agreement is terminated earlier as contemplated herein.	Sporazum će stupiti na snagu danom njegovog potpisivanja i trajaće do izvršenja Usluga u celosti u svemu u skladu sa Sporazumom, osim ako Sporazum ne bude raskinut ranije.
The Contractor shall start providing the Services no later than the first working day following the day the Agreement entered into force. If certain actions necessary for providing the Services require obtaining an approval or a license of competent authorities or organizations, the Contractor is required to start performing those actions no later than the first working day following the day when the relevant approval or license was obtained.	Izvođač je dužan da počne sa izvršavanjem Usluga najkasnije prvog radnog dana koji sledi danu kada je Sporazum stupio na snagu. Ako je za preduzimanje pojedinih radnji potrebnih radi izvršenja Usluga neophodno dobijanje prethodnih saglasnosti ili dozvola nadležnih organa ili organizacija, Izvođač je dužan da počne sa izvršavanjem tih radnji najkasnije prvog radnog dana koji sledi danu kada je odgovarajuća saglasnost ili dozvola pribavljena.
The Services should be completed within 90 (ninety) calendar days from the submission of the complete documentation required for the preparation of the Peer Review of Timok Gold Project Process Technology, that will be confirmed by Note on Handover of Documentation, mutually signed by authorized representatives of the Parties.	Usluge će biti u potpunosti pružene u roku od 90 (devedeset) kalendarskih dana od dana dostavljanja kompletne dokumentacije potrebne za izradu Stručnog pregleda procesne tehnologije Timok Gold Projekta, što će se potvrditi zapisnikom o primopredaji dokumentacije potpisanim od ovlašćenih predstavnika jedne i druge ugovorne strane.
The Company may terminate this Agreement at any time by serving a written notice to the Contractor, provided that the Company shall be obliged to pay all costs incurred by the Contractor for Services performed to the date of termination.	Društvo može da raskine ovaj Sporazum u svakom trenutku nakon dostavljanja pisanog otkaza Izvođaču, pod uslovom da će Društvo biti u obavezi da plati sve iznose koji budu dospeli u korist Izvođača za Usluge koje je obavio do datuma raskida.
Notwithstanding anything to the contrary contained in this Agreement, the Company may, at its opinion, terminate the Agreement at any time without notice and without payment by advising the Contractor in writing, for any of the following reasons:	Bez obzira na bilo šta što je suprotno sadržano u ovom Sporazumu, Društvo može, prema svom mišljenju, da raskine ovaj Sporazum u svakom trenutku bez davanja otkaza i bez plaćanja, a dostavljanjem pisanog obaveštenja Izvođaču zbog bilo kojeg od sledećih razloga:
a. any breach by the Contractor of any of its obligations set forth in this Agreement, which has not been remedied within the reasonable time specified by the Company, and b. any breach by the Contractor of any of its obligations set forth in Section 2 (c), (d),	a. bilo koje povrede od strane Izvođača bilo koje od njegovih obaveza utvrđenih u ovom Sporazumu, koja nije otklonjena u roku koji je odredilo Društvo, i b. bilo koje povrede od strane Izvođača bilo koje od njegovih obaveza utvrđenih u

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(e) or (f) herein.	Odeljku 2 (c), (d), (e) ili (f) ove tačke.
The confidentiality obligations of the Contractor contained in this Agreement shall survive the termination of this Agreement.	Obaveza čuvanja poverljivih informacija koja je sadržana u ovom Sporazumu ostaće na snazi i posle raskida ovog Sporazuma.
The indemnity covenants of the Contractor defined in Article 9 of this Agreement remain in force for one (1) year after the termination of the Agreement.	Odredbe o obeštećenju definisane u članu 9 ovog Sporazuma ostaju na snazi jednu (1) godinu nakon raskida Ugovora.
6. Insurance:	**6. Osiguranje**:
The Contractor shall maintain, throughout the performance of the Services under this Agreement, adequate general liability insurance providing coverage against liability for bodily injury, death, and property damage, which may arise out of or based upon any act or omission of the Contractor or any of its agents under this Agreement.	Izvođač će održavati za sve vreme obavljanja Usluga po osnovu ovog Sporazuma adekvatno osiguranje od opšte odgovornosti koje obezbeđuje pokriće osiguranjem za slučaj telesne povrede, smrti i štete na imovini, koje mogu nastati iz i na osnovu bilo kakvog činjenja ili nečinjenja Izvođača ili bilo koga od njegovih zastupnika po osnovu ovog Sporazuma.
7. Confidentiality:	**7. Poverljivost:**
In relation to the performance of the Services under this Agreement, the Contractor will have access to certain Confidential Information with respect to the Company and DPM. In this Agreement **"Confidential Information"** means: (I) all information related to the Services or relating to the business and affairs of the Company/ DPM and its affiliates, and/or subsidiaries, including all records, reports, results, maps, charts, strategic and financial plans, operating, technical and other data, whether in written, oral or electronic form and including all information obtained by the Contractor through visual inspection of the properties and other assets of the Company/ DPM (or its affiliates and/or subsidiaries) and whether or not noted thereon to be confidential, directly or indirectly disclosed by the Company/ DPM, its affiliates and/or subsidiaries or their representatives to the Contractor and/or his representatives after the effective date of this Agreement, and (II) analysis, compilations, studies and other documents prepared by the Contractor or his representatives which contain or otherwise reflect or are generated from the information specified in (I) above or in connection with the Agreement, and shall include the information provided to the Contractor after the effective date of this Agreement.	U vezi sa pružanjem Usluga po osnovu ovog Sporazuma, Izvođač će imati pristup određenim poverljivim informacijama koje se odnose na Društvo i DPM. U ovom Sporazumu, **"Poverljive informacije"** znači: (I) sve informacije koje se odnose na Usluge ili su u vezi sa poslovima i stvarima Društva/ DPM i njegovih povezanih lica, odnosno zavisnih društava, uključujući sve evidencione podatke, izveštaje, rezultate, mape, grafikone, strateške i finansijske planove, operativne, tehničke i druge podatke, bilo u pisanom, usmenom ili elektronskom obliku i uključujući sve informacije koje pribavi Izvođač putem vizuelnog pregleda imovine i drugih sredstava Društva/ DPM (ili njegovih povezanih lica, odnosno zavisnih društava) i bez obzira da li je na njima naznačeno, ili nije naznačeno, da su poverljive, da su direktno ili indirektno obelodanjene od strane Društva/ DPM, njegovih povezanih lica, odnosno zavisnih društava ili njihovih predstavnika Izvođaču, i (II) analize, prikupljeni podaci, studije i druga dokumenta koje su pripremili Izvođač ili njegovi predstavnici, koji sadrže ili na drugi način odražavaju podatke ili su generisani iz podataka koji su specificirani pod (I) gore ili su u vezi sa ovim Sporazumom, i uključivaće podatke dostavljene Izvođaču posle stupanja na snagu ovog Sporazuma.
The Contractor will use the Confidential Information only for the purposes of performing the Services and will not, without the prior written consent of the Company or otherwise as permitted hereunder, disclose the Confidential Information in any manner	Izvođač će koristiti poverljive informacije samo za svrhu vršenja Usluga i neće, bez prethodnog pisanog pristanka Društva ili na drugi način koji je odobren u ovom Sporazumu, obelodanjivati poverljive informacije na bilo koji način, u celosti ili

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whatsoever, in whole or in part. Except as may be permitted pursuant to this Agreement, the Contractor will not, and will direct his representatives not to disclose to any other person that Confidential Information has been made available to him and that this Agreement exists.

The Contractor shall be entitled to disclose the Confidential Information concerning the Company/ DPM only to those of his representatives in all cases who need to know such information for the provision of the Services and who shall be informed by the Contractor that this information is Confidential Information. On request, the Contractor shall notify the Company of the identity of each representative to whom any Confidential Information concerning the Company/ DPM has been delivered or disclosed. The Contractor agrees to be responsible for any breach of this Agreement by any of its representatives.

Notwithstanding any other provision of this Agreement, the Contractor may disclose the Confidential Information to any other person acceptable to the Company conditional upon such other person signing an agreement with the Company substantially in the form of this Agreement.

The Contractor shall make all reasonable, necessary, or appropriate efforts to safeguard the Confidential Information from disclosure to anyone other than as permitted in this Agreement.

Upon completion of the Services, the Contractor will either promptly re-deliver to the Company or destroy all Confidential Information furnished by the Company or its affiliates or representatives to the Contractor or his affiliates or representatives, without retaining copies thereof. The Contractor shall forthwith confirm such re-delivery or destruction to the Company by delivering to the Company a certificate in writing, executed by the Contractor, who will certify such re-delivery or destruction.

The Company Accepts reciprocity in terms of Confidentiality, defined in Article 7 of this Agreement, in relation to the Contractor.

8. Intellectual Property:

Any result or product of intellectual, artistic, commercial, scientific, or literary nature, that is a result of the provision of the Services by the

delimično. Osim onoga što može da bude dozvoljeno shodno ovom Sporazumu, Izvođač neće obelodanjivati i naredиće svojim predstavnicima da ne obelodanjuju niti jednom drugom licu poverljive informacije koje su njemu stavljene na raspolaganje, kao ni da postoji ovaj Sporazum.

Izvođač će imati pravo da obelodanjuje Poverljive informacije u vezi Društva/ DPM samo onim svojim predstavnicima kojima je u svim slučajevima potrebno da poznaju te informacije za potrebe pružanja Usluga i za koje će Izvođač obavestiti da su te informacije poverljive informacije. Na zahtev, Izvođač mora da obavesti Društvo o identitetu svakog predstavnika kome su poverljive informacije koje se tiču Društva/ DPM predate ili obelodanjene. Izvođač je saglasan da bude odgovoran za svaku povredu ovog Sporazuma koju učini bilo ko od njegovih predstavnika.

Uprkos bilo kojoj drugoj odredbi ovog Sporazuma, Izvođač može da obelodani poverljive informacije bilo kom drugom licu koje je prihvatljivo za Društvo pod uslovom da to drugo lice potpiše sa Društvom sporazum koji je suštinski u obliku ovog Sporazuma.

Izvođač će preduzeti sve opravdane, potrebne ili odgovarajuće napore da zaštiti poverljive informacije od obelodanjivanja bilo kom drugom licu osim licima koja su dozvoljena ovim Sporazumom.

Nakon okončanja pružanja Usluga Izvođač će ili odmah da ponovo preda poverljive informacije Društvu ili će uništiti sve poverljive informacije koje su mu dostavili Društvo ili njegova povezana lica ili predstavnici, bez zadržavanja njihovih kopija. Izvođač će odmah da potvrdi Društvu tu ponovnu predaju ili uništenje predajom Društvu potvrde kojom se napismeno potvrđuje ponovna predaja ili uništenje, a koju potvrdu potpisuje Izvođač koji potvrđuje ponovnu predaju ili uništenje.

Društvo prihvata reciprocitet u odnosu na Izvođača u smislu poverljivosti, definisane u članu 7 ovog Sporazuma.

8. Intelektualna svojina:

Svaki rezultat ili proizvod intelektualne, umetničke, komercijalne, naučne ili književne prirode, koji je rezultat pružanja Usluga Društvu od strane Izvođača jeste i ostaje isključivo vlasništvo Društva. Izvođač ne može

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Contractor, made for the Company, is and will be the sole and exclusive property of the Company. The Contractor may not disclose in any way with any of their affiliates, subsidiaries, employees, and agents the results and the products of the Services provided under this Agreement.

Without limiting the foregoing, the Contractor agrees to perform all acts, which Company deems necessary or desirable to record, better document or enforce the Company's full rights, title and interests in and to the products and results of the Services and all intellectual property therein. Such acts may include, but are not limited to, the disclosure to the Company of all information relating to such products and results of the Services and related intellectual property, the execution of assignments and other documents, and assistance or cooperation in legal proceedings. If the act(s) of the Contractor generate a financial cost, that cost shall be born by the Company, on which an annex to this Agreement shall be made.

9. Liability and Indemnification:

The Contractor shall be liable for and shall indemnify the Company and its affiliates and subsidiaries, and their respective directors, officers, employees and agents, for actual, damage (including without limitation legal costs and disbursements on a solicitor and his own client basis and the costs of enforcing this indemnity) due to any act or omission of the Contractor, its affiliates, subsidiaries, employees and agents (whether performed negligently or not) in the performance of the Services or otherwise pursuant to this Agreement.

The amount of compensation, on any grounds, may not exceed the amount of the Fee for providing Services under this contract and will be covered by the insurance policy.

10. Time of Essence

Time is of the essence in all respects of this Agreement and the Contractor is aware that his delay could cause damages of great extend to the Company, including even the potential loss of license for geological exploration.

The Contractor shall be obliged to perform the Services under this Agreement efficiently and in accordance with the deadline and time framework set by the Company.

da obelodanjuje ni na koji način kod bilo kog od svojih povezanih lica, zavisnih društava, zaposlenih i zastupnika rezultate i proizvode Usluga koje su pružene po osnovu ovog Sporazuma.

Bez ograničavanja napred navedenog, Izvođač je saglasan da obavi sve radnje za koje Društvo smatra da su potrebne ili poželjne za evidentiranje, bolje dokumentovanje ili ostvarivanje kompletnih prava, prava svojine i interesa nad proizvodima i rezultatima Usluga i celokupne intelektualne svojine sadržane u njima. Ove radnje mogu uključivati, mada ne isključivo, obelodanjivanje Društvu svih informacija koje se odnose na te proizvode i rezultate Usluga i srodnu intelektualnu svojinu, izvršenje ustupanja i drugih dokumenata, i pomoć i saradnju u pravnim postupcima. Ako radnje Izvođača stvaraju dodatni trošak, taj trošak će snositi Društvo i u tom slučaju će se zaključiti aneks Sporazuma koji će regulisati pomenuto pitanje.

9. Odgovornost i obeštećenje:

Izvođač će biti odgovoran i obeštetiće Društvo i njegova povezana lica i zavisna društva i njihove odgovarajuće direktore, izvršioce, zaposlene i zastupnike za stvarnu štetu (uključujući, bez ograničenja, troškove advokata i isplate advokatu i bazi sopstvenih klijenata i troškove sprovođenja ovog obeštećenja) usled bilo koje radnje ili propusta Izvođača, njegovih povezanih lica, zavisnih društava, zaposlenih i zastupnika (bilo da jesu ili da nisu izvršene iz nehata) u pružanju Usluga ili na drugi način u skladu sa ovim Sporazumom.

Visina naknade štete, po bilo kom osnovu, ne može biti veća od iznosa Naknade za pružanje Usluga po ovom Sporazumu i biće pokrivena polisom osiguranja.

10. Vreme kao bitan element ugovora

Vreme je bitan element i od suštinskog značaja u svakom pogledu koji se odnosi na ovaj Sporazum i Izvođač je svestan da bi njegovo kašnjenje moglo prouzrokovati veliku štetu Društvu, uključujući čak i potencijalni gubitak odobrenja za geološka istraživanja.

Izvođač se obavezuje da pruža Usluge iz ovog Sporazuma efikasno i u skladu sa rokovima i vremenskim okvirom određenim od strane Društva.

11. Entire Agreement This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior communication, agreements, understandings, negotiations, and discussions, whether oral or written, by or between the Parties in relation to the subject matter of this Agreement. Appendices to this Agreement forms an integral part, while in case of discrepancy between them and wording of this Agreement, provisions of this Agreement shall prevail and apply.	**11. Celokupan Sporazum** Ovaj Sporazum predstavlja celokupan sporazum između Strana, odnosi se na predmet ovog Sporazuma i zamenjuje sve prethodne komunikacije, sporazume, dogovore, pregovore i diskusije, bilo usmene ili pisane, održane između Strana u vezi sa predmetom ovog Sporazuma. Prilozi ovog Sporazuma čine njegov sastavni deo, a u slučaju neusaglašenosti između priloga i teksta ovog Sporazuma preovlađuju i primenjuju se odredbe ovog Sporazuma.
12. Notices Notices authorized or required by this Agreement to be given shall be in writing and shall be delivered by hand or by facsimile or by email as follows: If to the Company, to: DPM Avala d.o.o. Bulevar despota Stefana 12, Belgrade Republic of Serbia Attention: Milica Todic Email: Milica.Todic@dundeeprecious.com CC: Dragana Davidovic Dragana.davidovic@dundeeprecious.com And Georgi Donchev Georgi.donchev@dundeeprecious.com If to the Contractor, to: Institut za rudarstvo i metalurgiju Bor Zeleni bulevar 35, 19210 Bor Republic of Serbia Attention: Igor Svrkota Email: igor.svrkota@irmbor.co.rs CC: Tanja Stankovic institut@irmbor.co.rs and Ljiljana Avramović ljiljana.avramovic@irmbor.co.rs	**12. Obaveštenja** Obaveštenja koja je dozvoljeno davati ili čije se davanje traži ovim Sporazumom moraju biti u pisanom obliku i moraju se davati lično ili slati faksom ili elektronskom poštom kako sledi: Ako je za Društvo, na: DPM Avala d.o.o. Bulevar despota Stefana 12, Beograd Republika Srbija Na ruke: Milica Todic E-mail: Milica.Todic@dundeeprecious.com CC: Dragana Davidovic Dragana.davidovic@dundeeprecious.com i Georgi Donchev Georgi.donchev@dundeeprecious.com Ako je za Izvođača, na: Institut za rudarstvo i metalurgiju Bor Zeleni bulevar 35, 19210 Bor Republika Srbija Na ruke: Igor Svrkota Email: igor.svrkota@irmbor.co.rs CC: Tanja Stankovic institut@irmbor.co.rs i Ljiljana Avramović ljiljana.avramovic@irmbor.co.rs
13. Governing Law and language: This Agreement shall be governed by and construed in accordance with the laws of the Republic of Serbia. This Agreement is drafted in English and in Serbian language. In case of discrepancies	**13. Merodavno pravo i jezik:** Ovaj Sporazum će biti uređen i tumačiće se u skladu sa zakonima Republike Srbije. Ovaj Sporazum sačinjen je na engleskom i srpskom jeziku. U slučaju nesaglasnosti

between the two languages, English language text shall prevail.

14. Submission to Jurisdiction

All disputes arising out or in connection with this Agreement shall be finally settled by arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (Belgrade Rules). The number of arbitrators shall be three. The place of arbitration shall be Belgrade, Serbia. The language to be used in the arbitral proceedings shall be English. The applicable substantive law shall be the law of the Republic of Serbia with the exclusion of United Nations Convention on Contracts for the International Sales of Goods.

Attachments:

1. Appendix 1 – Scope of Work, doc. No. TGP110-0000-1100-SOW-0001_A
2. Appendix 2 - Proposal of the Contractor, no. P041.224-22.415 dated 13.04.2022
3. Appendix 3 - Bid Clarification Register no. TG5055 06-1000-3110-BCR-0002_A_MMI
4. Appendix 4 – DPM Anti-Bribery and Anti-Corruption Policy
5. Appendix 5 - DPM Code of Business Conduct
6. Appendix 6 – DPM Speak up and reporting policy.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date first above written.

FOR THE COMPANY:

Signature

Milica Todic, director

FOR THE CONTRACTOR:

Signature

Dr Mile Bugarin, director

između verzija na ova dva jezika, važeća je verzija na engleskom jeziku.

14. Podvrgavanje jurisdikciji

Svi sporovi nastali iz ovog Sporazuma ili u vezi sa ovim Sporazumom konačno se rešavaju arbitražom organizovanom u skladu sa Pravilnikom Beogradskog arbitražnog centra (Beogradska pravila). Broj arbitara će biti tri, mesto arbitraže će biti Beograd, Srbija. Jezik koji će se koristiti u arbitražnom postupku će biti engleski. Merodavno materijalno pravo će biti pravo Republike Srbije sa izuzetkom Konvencije Ujedinjenih Nacija o međunarodnoj prodaji robe.

Prilozi:

1. Prilog 1 - Obim usluga dokument br. TGP110-0000-1100-SOV-0001_A,
2. Prilog 2 - Ponuda Izvođača, br. P041.224-22.415 od 13.04.2022. godine,
3. Prilog 3 - Pojašnjenje ponude br. TG5055 06-1000-3110-BCR-0002_A_MMI,
4. Prilog 4 –, Politiku DPM-a o borbi protiv mita i korupcije,
5. Prilog 5 – DPM-ov Kodeks poslovnog ponašanja i etike,
6. Prilog 6 - Politika DPM-a o uzbunjivačima.

KAO POTVRDU NAPRED NAVEDENOG, Strane su zaključile ovaj Sporazum na datum koji je naveden na početku.

ZA DRUŠTVO:

Potpis

Milica Todić, direktor

ZA IZVOĐAČA:

Potpis

Dr Mile Bugarin, direktor

DPM Avala DOO BEOGRAD

INSTITUT ZA RUDARSTVO I METALURGIJU BOR II

INTRODUCTION

In accordance with the Contract No. 1147/22 dated June 30th, 2022, concluded between Mining and Metallurgy Institute Bor and DPM Avala doo Belgrade, expertize review of Timok Gold Project process technology has been done.

All conclusions were drawn on the basis of a review of the very extensive material provided for in the Contract and additional material submitted subsequently. The revision included the following documents:

1. Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia
2. 16558-001 - FINAL - Report & Appendices - combined - September 21, 2018
3. 16558-02 - PEA Rpt – FINAL – Report & Appendices – combined – April 7, 2020
4. ZT640795, Dundee Precious Metals, Timok Gold, Comminution Report
5. SETI-RE-12-05-26-SGS-Prelim Testing Various Ore Samples
6. 10866-410Avala Resources - Phase 2 Metallurgical Testing Oct 2013
7. SETI-RE-11-12-30-RDi-Diagnostic Leach Testing Eleven Samples
8. TG5055-3710-1260-MEM-0005-A
9. Results of Laboratory Tests on Avala Ore
10. SETI-RE-12-10-31-RDi Flotation-POX-Cyan Tlng Leach Results (1)
11. TGP5008-0000-1100-DSC-0001 RevC (Process Design Criteria)
12. SETI-RE-12-08-30-RDi-Avala Project Results
13. 01 PFS Testwork/XPS 2020 - Appendix.zip
14. 02 Sulphide ore concentrator ToS - Sulphide Mill TOS_VL_ - REV.0_07.06.2022
15. TGP110-0000-3020-SOW-0002 - Appendix 1 - Reference Documents_ToC_A
16. Summary
17. Working File Timok SGS Compos_Results Sum_200215_GP
18. ZT640835, Dundee, Timok, Percolation and Agglomeration Batch3
19. ZT640835, Dundee, Timok, Timok Column Leach Tests - Batch 4
20. ZT640835, Dundee, Timok, Timok Percolation and Agglomeration 1
21. ZT640835, Dundee, Timok, Timok Percolation and Agglomeration
22. The Mineralogical Characteristics of Eight Metallurgical Samples, from Serbia (PCT_SETI-RE-12-01-12-SGS)
23. Phase Two Metallurgical Testing of Three Ore Types from Avala Resources (10866-410 29/04/2013-SGS)
24. Timok Gold Project Flowsheet Development for Gold Bearing Ore (04-12-2020-XPS)
25. Timok Gold Project Feasibility Study - HLF Slope Stability Analyzes Memorandum

After the expert review of the complete documentation was done, all objections and comments were defined for each of the individually reviewed documents that follow in the rest of this Report.

Expert review of Timok Gold Project process technology includes the following parts:

PART I MINERAL PROCESSING
PART II METALLURGY
PART III MINERALOGY
PART IV ECONOMICS
PART V SLOPE STABILITY

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PART I

MINERAL PROCESSING

REVISION OF THE MINERAL PROCESSING PART OF THE TIMOK GOLD PROJECT

The revision of the delivered documents in the field of mineral processing included the following:

1. **Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia**
2. **16558-001 - FINAL - Report & Appendices - combined - September 21, 2018**
3. **16558-02 - PEA Rpt – FINAL – Report & Appendices – combined – April 7, 2020**
4. **ZT640795, Dundee Precious Metals, Timok Gold, Comminution Report**
5. **SETI-RE-12-05-26-SGS-Prelim Testing Various Ore Samples**
6. **10866-410Avala Resources - Phase 2 Metallurgical Testing Oct 2013**

The team of experts who reviewed the mineral processing part of the submitted documentation in accordance with the Contract No. 1147/22 dated June 30th, 2022, concluded between Mining and Metallurgy Institute Bor and DPM Avala doo Belgrade is as follows:

1. **M.Sc. Igor Svrkota**
   Responsible person for the Mineral Processing part

2. **Ph.D. Dragan Milanović**
   Responsible person for the following documents:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia*
   - *16558-001 - FINAL - Report & Appendices - combined - September 21, 2018*
   - *16558-02 - PEA Rpt – FINAL – Report & Appendices – combined – April 7, 2020*
   - *ZT640795, Dundee Precious Metals, Timok Gold, Comminution Report*
   - *SETI-RE-12-05-26-SGS-Prelim Testing Various Ore Samples*
   - *10866-410Avala Resources - Phase 2 Metallurgical Testing Oct 2013*

3. **Ph.D. Daniela Urošević**
   Responsible person for the following documents:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia*

4. **M.Sc. Ivan Svrkota**
   Responsible person for the following documents:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia*

1. PRE-FEASIBILITY STUDY NI 43-101 TECHNICAL REPORT TIMOK PROJECT ZAGUBICA, SERBIA

Comminution tests for „Timok Gold“ project:

Several laboratories such as „SGS“ and „Wardell-Armstrong“ conducted comminution laboratory tests (Bond Low Energy Impact Testing; SMC Testing; Bond Abrasion Index Testing; Bond Rod Mill Work Index Testing; and Bond Ball Mill Work Index Testing). Tests were comprehensive and presented in detail in reports. However, comminution tests were conducted mainly on sulfide ore samples for the stage of the process which precede flotation concentration of sulfide ore. Since the chosen method of valorization of useful components (heap leaching) is intended for oxide and transitional types of the ore, additional comminution laboratory testing should be undertaken on representative samples on these types of ore, in order to confirm design and equipment selection in crushing circuit.

PFS Study – tables 13.34, 13.35 and 13.36 – **The effect of the crush size** (-38mm, -25mm and -16mm) on gold leach extraction for oxide zone ore samples. Average values of Au extraction percentage for the different crush sizes, leach cycle duration and different composite samples were compared.

In our opinion, in order to investigate the effect of crush size on gold leach extraction, multiple column leach tests, on the same composite samples but with different crush size values should be undertaken, in order to obtain comparable results.

Table 13.34 – Gold Extraction (- 16 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
1	C-1	KO_01 (-5/8")	Korkan	Oxide	63	94.4
	C-3	BH_01 (-5/8")	Bigar Hill		63	94.2
	C-4	KW_01 (-5/8")	Korkan West		63	75.5
2	C-2	KW_P1_01 (-5/8")	Korkan West		70	89.3
	C-3	KO_P1_01 (-5/8")	Korkan		70	82.1
		Average			**66**	**87.1**

Table 13.35 – Gold Extraction (- 25 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
3	C-4	BH_PFS_01 (-1")	Bigar Hill	Oxide	84	91.9
	C-5	BH_PFS_02 (-1")			84	89.7
	C-7	BH_PFS_04 (-1")			84	79.4
	C-9	BH_PFS_06 (-1")			84	82.2
	C-11	BH_PFS_08 (-1")			84	92.3
	C-13	KO_PFS_01 (-1")	Korkan		84	79.8
	C-14	KO_PFS_02 (-1")			84	93.4
	C-16	KO_PFS_04 (-1")			84	92.0
	C-17	KO_PFS_05 (-1")			84	83.6
	C-18	KO_PFS_06 (-1")			84	92.4
	C-19	KW_PFS_01 (-1")	Korkan West	Oxide	105	81.2
	C-20	KW_PFS_02 (-1")			84	87.2
	C-21	KW_PFS_03 (-1")			84	87.9
		Average			**86**	**87.2**

Table 13.36 – Gold Extraction (- 38 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
3	C-22	BH_PFS_02 (-1.5")	Bigar Hill	Oxide	84	91.8
	C-24	KW_PFS_01 (-1.5")	Korkan West	Oxide	105	75.6
		Average			**95**	**83.7**

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PART II

METALLURGY

REVISION OF THE METALLURGICAL PART OF THE TIMOK GOLD PROJECT

The revision of the delivered documents in the field of metallurgy included the following:

1. **Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia**, from the field of metallurgy, included the following Chapters:
   - Chapter 13: Mineral Processing and Metallurgical Testing
   - Chapter 17: Recovery Methods
   - Chapter 18: Project Infrastructure
2. **16558-001 - FINAL - Report & Appendices - combined - September 21, 2018**
3. **SETI-RE-11-12-30-RDi-Diagnostic Leach Testing Eleven Samples**
4. **TG5055-3710-1260-MEM-0005-A**
5. **16558-02 - PEA Rpt – FINAL – Report & Appendices – combined – April 7, 2020**
6. **Results of Laboratory Tests on Avala Ore**
7. **SETI-RE-12-10-31-RDi Flotation-POX-Cyan Tlng Leach Results (1)**
8. **TGP5008-0000-1100-DSC-0001 RevC (Process Design Criteria)**
9. **SETI-RE-12-05-26-SGS-Prelim Testing Various Ore Samples**
10. **SETI-RE-12-08-30-RDi-Avala Project Results**
11. **01 PFS Testwork/XPS 2020 - Appendix.zip**
12. **02 Sulphide ore concentrator ToS - Sulphide Mill TOS_VL_ - REV.0_07.06.2022**
13. **TGP110-0000-3020-SOW-0002 - Appendix 1 - Reference Documents_ToC_A**

Additional documentation:

14. **Summary**
15. **Working File Timok SGS Compos_Results Sum_200215_GP**
16. **ZT640835, Dundee, Timok, Percolation and Agglomeration Batch3**
17. **ZT640835, Dundee, Timok, Timok Column Leach Tests - Batch 4**
18. **ZT640835, Dundee, Timok, Timok Percolation and Agglomeration 1**
19. **ZT640835, Dundee, Timok, Timok Percolation and Agglomeration**

The team of experts who reviewed the metallurgical part of the submitted documentation in accordance with the Contract No. 1147/22 dated June 30th, 2022, concluded between Mining and Metallurgy Institute Bor and DPM Avala doo Belgrade is as follows:

1. **Ph.D. Ljiljana Avramović, B.Sc.Technology**
   Responsible person for the Metallurgical part

2. **M.Sc. Vanja Trifunović, B.Sc.Technology**
   Responsible person for the following documents:
   - *TGP5008-0000-1100-DSC-0001 RevC (Process Design Criteria)*
   - *Results of Laboratory Tests on Avala Ore*
   - *SETI-RE-12-10-31-RDi Flotation-POX-Cyan Tlng Leach Results (1)*
   - *16558-02 - PEA Rpt – FINAL – Report & Appendices – combined – April 7, 2020*
   - *Summary*
   - *Working File Timok SGS Compos_Results Sum_200215_GP*
   - *ZT640835, Dundee, Timok, Percolation and Agglomeration Batch3*
   - *ZT640835, Dundee, Timok, Timok Column Leach Tests - Batch 4*
   - *ZT640835, Dundee, Timok, Timok Percolation and Agglomeration 1*
   - *ZT640835, Dundee, Timok, Timok Percolation and Agglomeration*

3. **Ph.D. Silvana Dimitrijević, B.Sc.Metallurgy**
   Responsible person for the document:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia - Chapter 18 Project Infrastructure*

4. **Ph.D. Vesna Conić, B.Sc.Metallurgy**
   Responsible person for the following documents:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia - Chapter 17: Recovery Methods*
   - *16558-001 - FINAL - Report & Appendices - combined - September 21, 2018*
   - *SETI-RE-11-12-30-RDi-Diagnostic Leach Testing Eleven Samples*
   - *TG5055-3710-1260-MEM-0005-A*
   - *SETI-RE-12-05-26-SGS-Prelim Testing Various Ore Samples*
   - *SETI-RE-12-08-30-RDi-Avala Project Results*
   - *01 PFS Testwork/XPS 2020 - Appendix.zip*
   - *Sulphide ore concentrator ToS - Sulphide Mill TOS_VL_ - REV.0_07.06.2022*
   - *TGP110-0000-3020-SOW-0002 - Appendix 1 - Reference Documents_ToC_A*

5. **Suzana Dragulović, B.Sc.Technology**

   Responsible person for the following documents:

   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia - Chapter 17: Recovery Methods*
   - *16558-001 - FINAL - Report & Appendices - combined - September 21, 2018*
   - *SETI-RE-11-12-30-RDi-Diagnostic Leach Testing Eleven Samples*
   - *TG5055-3710-1260-MEM-0005-A*
   - *SETI-RE-12-05-26-SGS-Prelim Testing Various Ore Samples*
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   - *TGP110-0000-3020-SOW-0002 - Appendix 1 - Reference Documents_ToC_A*

6. **Ph.D. Dragana Božić, B.Sc.Metallurgy**

   Responsible person for the following documents:

   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia -* Chapter 17: Recovery Methods,
   - *16558-001 - FINAL - Report & Appendices - combined - September 21, 2018*
   - *SETI-RE-11-12-30-RDi-Diagnostic Leach Testing Eleven Samples*
   - *TG5055-3710-1260-MEM-0005-A*
   - *SETI-RE-12-05-26-SGS-Prelim Testing Various Ore Samples*
   - *SETI-RE-12-08-30-RDi-Avala Project Results*
   - *01 PFS Testwork/XPS 2020 - Appendix.zip*
   - *Sulphide ore concentrator ToS - Sulphide Mill TOS_VL_ - REV.0_07.06.2022*
   - *TGP110-0000-3020-SOW-0002 - Appendix 1 - Reference Documents_ToC_A*

7. **M.Sc. Miloš Janošević, B.Sc.Metallurgy**

   Responsible person for the document:

   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia - Chapter 13: Mineral Processing and Metallurgical Testing*

1. PRE-FEASIBILITY STUDY NI 43-101 TECHNICAL REPORT TIMOK PROJECT ZAGUBICA, SERBIA

1.1. CHAPTER 13

- 13. Processing of minerals and metallurgical tests

Comment:

The examined samples for Bigar Hill, Korkan and Korkan West and the Kraku Pester sample do not match because it was emphasized that no tests were performed for the Kraku Pester sample, nor were they included in the study.

- 13.2 Selection of samples

Comment:

It is unnecessary to show the results of Krak Pešter's sample when he was excluded from the trial at the very beginning. Table 13.1. is unclear.

Table 13.1 – Metallurgical Testwork Sample Summary

Composite ID	Deposit	No. of Drill Holes	Intersection (m)	Weight (kg)	Au (g/t)	TS (%)
2013 Flotation Testwork						
Met13_KO_01	Korkan	7	30	62.9	1.51	1.48
Met13_BH_01	Bigar Hill	5	52	113.0	1.45	3.14
Met13_KP_01	Kraku Pester	2	20	50.6	1.41	4.36
2013 Scrubbing/Attrition Testwork						
Met13_KO_02	Korkan	4	30	57	4.47	3.14
Met13_KO_03	Korkan	2	45	77.9	1.07	3.02
Met13_BH_02	Bigar Hill	1	39	43.3	3.48	4.27
Met13_BH_03	Bigar Hill	4	37	55.7	2.52	2.43
Met13_BH_04	Bigar Hill	4	40.5	57.7	0.97	2.09

The number of samples from the boreholes of the given ore deposits is small (for Korkan 7 boreholes, Bigar Hill 5, Kraku Pester 2). A small number of tests were performed.

It is insufficient to base the entire concept of exploitation of these deposits on only this number of samples and tests.

- 13.3. Mineralogical characterization

Comment:

When examining the mineralogical characterization (sulfur content, XRD analysis, QEMSEM analysis and exposure of pyrite), in addition to the Bigar Hill and Korkan samples, the Kraku Pester sample was also examined, although it was not mentioned in further tests.

Mineralogical characterization of Korkan West sample is missing.

Physical and chemical characterization is missing for all samples.

Permeability, clay content in the samples is missing because it is mentioned that there are significant amounts of clay, but not in which sample.

It is missing what analyzes were used to detect different fractions of pyrite, what analyzes determined the gold content in them and what is the Au content in the ore body.

This range of the total share of pyrite classified as free pyrite and amounts from 45 to 92% is not acceptable.

It is not possible to see within which minerals the gold is found.

- 13.4 Comminution /grinding (grinding and mixing with water)

Comment:

The 2012 flotation tests were carried out for the Bigar Hill, Korkan, Kraku Pester and Korkan East fields. A sample from the Korkan East ore body is mentioned for the first time which is not consistent with the concept given at the beginning of the study that refers to the semples that were determined for testing. Table 13.2. which shows the summary results of the SAG strength index, standard and modified Bond index, etc. has no data for Korkan East samples.

Table 13.2 – Comminution Characterisation Testwork Results Summary

Deposit	Unit	Bigar Hill					Korkan	Kraku Pester
Sample ID		BHDD005	562052	562053	562054	MET13-BH-01	MET13-KO-01	MET13-PE-01
SPI Testing								
Product P_{84} size	µm		226	221	225	1,700	1,700	306
SPI Testing	min		9.4	80.4	69.5	8	27.1	19.5
Standard Bond Ball Index								
Closing screen size	µm	106						
Product P_{80} size	µm	86						
Bond ball mill Wi	kWh/t	11.9						
Modified Bond Ball Index								
Product P_{80} size	µm	N/A	203	301	336	106	157	120
MB Gpr	g/rev	1.48	1.27	0.51	0.26	1.82	1.55	1.74
WI calculated	kWh/t	12.63	14.43	23.09	27.00	10.20	12.07	10.72

Conclusions should not be made on the basis of one test, as noted in the text. Additional investigations are need to bi done.

- 13.12 Tests for susceptibility to pile leaching
- 13.12.1 Phase 1 Trial
- 13.12.1.1 Coarse Bottle Roll Leach Tests

Comment:

Testing of different crushing sizes is described, (P100 -50 mm, -16 mm and -6.3 mm), which do not match the size of crushed ore particles shown in table 13.24. There is also a difference in the amount of spent leaching reagent shown in the table compared to that used in the experiments (0.5 g/l). The same applies to CaO consumption.

The size of P100 -16 mm was chosen as the optimal particle size, although the best achieved test results showed that the optimal size is -50 mm.

For the first time, it is mentioned that the Korkan ore body contains a transitional type of ore. No mineralogical analysis were given to confirm this. Also, it is mentioned, for the first time in the study, that tests are being done with this sample.

Table 13.24 – Summary of Coarse Sample Bottle Roll Test Results

Composite ID	Deposit	Ore Zone	Ore Crush Size (mm)	COBR Test No.	Reagent Consumption kg/t of CN Feed		Au % Extraction (CN) Hours / Days								CN Residue Au g/t	Head Au, g/t	
					NaCN	CaO	4 h	1 d	2 d	5 d	7 d	9 d	12 d	14 d		CN Calc	CN Direct
MET18_KO-01	Korkan	Oxide	-6.35	1	0.51	0.76	76.7	86.6	88.9	85.6	94.2	90.0	89.5	95.6	0.07	1.60	1.44
			-16	2	0.93	0.70	65.9	81.2	85.3	84.2	88.7	90.6	83.1	93.2	0.11	1.62	
			-25	3	0.90	0.70	53.7	75.7	78.0	79.1	91.2	86.8	85.8	93.4	0.10	1.52	
MET18_BH-01	Bigar Hill	Oxide	-6.35	4	0.27	1.14	54.6	79.7	79.7	80.9	91.3	88.9	88.2	93.6	0.11	1.65	1.86
			-16	5	0.92	0.98	46.8	78.3	87.1	81.0	95.4	91.2	88.5	93.7	0.11	1.75	
			-25	6	0.95	0.92	32.2	66.3	82.0	82.7	83.9	89.6	86.5	93.9	0.11	1.72	
MET18_KW-01	Korkan West	Oxide	-6.35	7	0.46	0.71	41.2	61.6	68.4	69.6	76.3	73.1	72.5	75.9	0.26	1.08	1.04
			-16	8	0.68	0.62	30.2	56.3	68.2	69.3	73.4	76.7	77.7	75.5	0.26	1.06	
			-25	9	0.71	0.67	24.0	51.0	65.0	66.7	69.5	68.0	69.9	74.1	0.28	1.08	
MET18_KO-02	Korkan	Transitional	-6.35	10	0.32	0.71	37.7	46.0	51.5	42.7	51.0	50.3	51.1	55.1	0.80	1.77	1.73
			-16	11	0.86	0.77	30.5	42.3	47.9	44.5	49.8	51.3	50.4	53.1	0.71	1.51	
			-25	12	0.98	0.83	11.6	43.7	48.6	45.5	46.8	50.9	53.7	54.3	0.73	1.60	

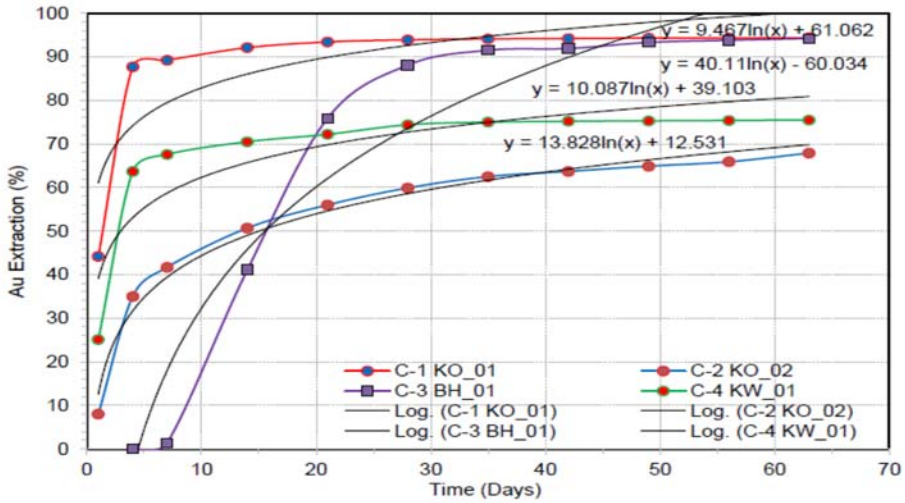
- 13.12.1.2 Column leaching tests

Comment:

The leaching tests do not match in terms of the percentage participation of a certain fraction, because the column leaching tests were carried out in order to confirm the results achieved during leaching in rotating bottles. Four tests were carried out, at a crushing size of 80% -12.5 mm, although after tests in rotating bottles, the size of 100% -16 mm was chosen as the optimal size of the crushed particles.

It is not known the basis on which the duration of the leaching process in the column of 63 days was chosen.

Figure 13.7 – Column Leach Kinetics



No data on the correlation between the speed of dewing and the consumption of cyanide are given.

No comments were made on the results obtained by testing the ore from the Bigar Hill ore body.

The values of crushing size of the tested samples when performing laching tests in the column listed in the table 13.25 are not equale and differ from values listed in the text and the table 13.26.

Table 13.25 – Summary of Column Leach Tests Results

Sample ID	Crush Size 80% mm	Agglom. Stage	Head Assay Au g/t	Calculated Head Au g/t	Extracted Grade Au g/t	Tails Grade Au g/t	%Au Leach Recovery (based on)		
							Measured Head	Calculated Head	Carbon/Residue
Korkan Oxide	-12.9	No	1.48	1.54	1.46	0.08	98.6	94.8	94.4
Korkan Transitional	-12.7	No	1.72	1.96	1.34	0.62	77.9	68.4	67.9
Bigar Hill Oxide	-12.3	No	1.87	2.01	1.90	0.11	101.6	94.5	94.2
Korkan West Oxide	-12.6	No	1.11	1.14	0.87	0.27	78.4	76.3	75.5

Table 13.26 – Comparison of Column Leach Test vs. Coarse Bottle Roll Leach Test Results

Sample ID	Ore Type	Leach Time Days	Crush Size mm	Column Leach Recovery (based on)			Leach Time Days	Crush Size mm	Bottle Roll Recovery Au %
				Measured Head	Calculated Head	Carbon/ Residue			
				Au %					
Korkan	Oxide	63	-12.5	98.6	94.8	94.4	14	-16	93.2
	Transitional		-12.5	77.9	76.3	67.9		-16	53.1
Bigar Hill	Oxide		-12.5	101.6	71.6	94.2		-16	93.7
Korkan West	Oxide		-12.5	78.4	70.5	75.5		-16	75.5

Table 13.25 – Summary of Column Leach Tests Results

Sample ID	Crush Size 80% mm	Agglom. Stage	Head Assay Au g/t	Calculated Head Au g/t	Extracted Grade Au g/t	Tails Grade Au g/t	%Au Leach Recovery (based on)		
							Measured Head	Calculated Head	Carbon/Residue
Korkan Oxide	-12.9	No	1.48	1.54	1.46	0.08	98.6	94.8	94.4
Korkan Transitional	-12.7	No	1.72	1.96	1.34	0.62	77.9	68.4	67.9
Bigar Hill Oxide	-12.3	No	1.87	2.01	1.90	0.11	101.6	94.5	94.2
Korkan West Oxide	-12.6	No	1.11	1.14	0.87	0.27	78.4	76.3	75.5

Table 13.26 – Comparison of Column Leach Test vs. Coarse Bottle Roll Leach Test Results

Sample ID	Ore Type	Leach Time Days	Crush Size mm	Column Leach Recovery (based on)			Leach Time Days	Crush Size mm	Bottle Roll Recovery Au %
				Measured Head	Calculated Head	Carbon/ Residue			
				Au %					
Korkan	Oxide	63	-12.5	98.6	94.8	94.4	14	-16	93.2
	Transitional		-12.5	77.9	76.3	67.9		-16	53.1
Bigar Hill	Oxide		-12.5	101.6	71.6	94.2		-16	93.7
Korkan West	Oxide		-12.5	78.4	70.5	75.5		-16	75.5

- 3.12.1.3 Size by size analysis

Comment:

The percentage participation and the size of individual fractions were not well chosen, because after leaching tests in the column, it was concluded that the crushing size should have been 100% -12.5 mm. Regardless of that, the crushing size of 80% -12.5 mm was chosen for laching tests in the column and 100% -16 mm for leaching tests in rotating bottles.

- 13.12.2 Phase 2 Trial
- 13.12.2.1 Leaching tests in rotating bottles

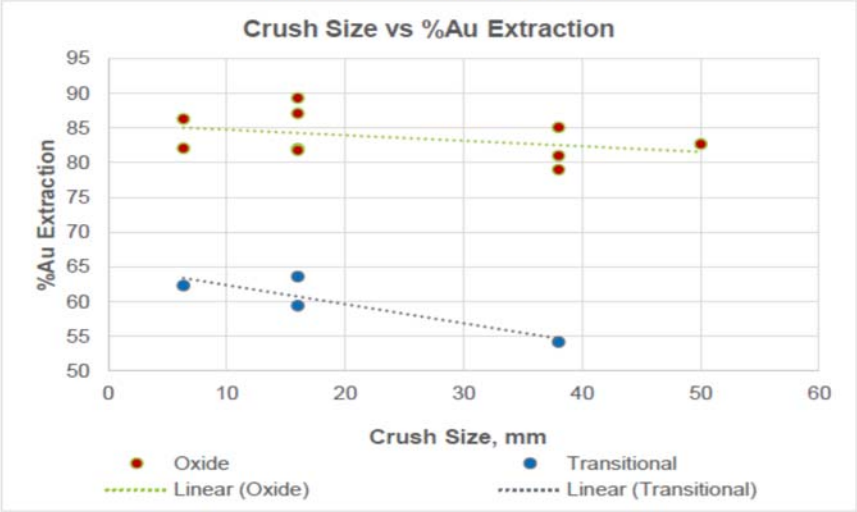
Comment:

The values for the size of the crushed ore in the text (P100 -50 mm, -25 mm, -12.5 mm and -6.3 mm) and the values for the crushing sizes in the graphic 13.9 do not match.

It is not clear for which samples the results are shown in the graphic. The results of each of the 4 samples for each crush size tested (P100 -50 mm, -25 mm, -12.5 mm and -6.3 mm) should be presented.

Certain points on the graphic are missing.

Figure 13.9 – Crush Size Effect



It is not clear why there are in table 13.27. presented results for samples from different deposits and different types of ores that were not tested in previous tests.

It is not clear why the results for samples from the sulfide ore zone are shown, when the samples from this ore zone were not the subject of earlier tests with which we are making a comparison.

Table 13.27 – Summary of Coarse Sample Bottle Roll Test Results

Composite ID	Ore Zone	Test #	Crush Size mm	Reagent Consumption kg/t of CN Feed		% Gold Extraction Days										COBR Tailing Au g/t	Head Grade Au g/t COBR	
				NaCN	CaO	1/4	1	2	5	7	9	15	21	26	30		Calc.	Direct
BH_P1_01	Transitional	COBR-1	-16	1.21	0.84	32	41	43	47	51	52	56	55	58	59	0.59	1.44	1.47
BH_P1_02	Oxide	COBR-2	-16	1.30	1.60	44	63	67	76	80	78	87	80	86	89	0.06	0.56	0.47
BH_P1_03	Transitional	COBR-3	-16	1.23	0.96	30	44	49	53	57	57	61	60	62	64	0.37	1.02	0.98
		COBR-4	-38	1.73	0.91	24	36	37	41	44	45	50	46	51	54	0.33	0.71	
		COBR-5	-6.35	0.68	1.17	32	45	49	52	56	58	63	60	64	62	0.38	1.01	
BH_P1_04	Sulphide	COBR-6	-16	1.97	1.61	3	4	4	5	6	7	7	8	8	7	4.78	5.16	5.32
KW_P1_01	Oxide	COBR-7	-16	1.30	0.60	45	62	67	71	74	78	89	88	90	87	0.15	1.12	1.15
		COBR-8	-38	1.75	0.83	44	62	68	72	77	80	89	84	86	85	0.19	1.24	
		COBR-9	-6.35	0.56	0.89	49	60	65	66	68	76	84	81	88	86	0.17	1.20	
KW_P1_02	Oxide	COBR-10	-16	1.14	0.44	45	64	71	71	72	77	117	83	94	82	0.16	0.89	0.89
		COBR-11	-38	1.53	0.26	33	56	68	68	75	79	57	88	86	81	0.21	1.08	
		COBR-12	-50	1.69	0.01	32	60	70	74	73	73	84	76	75	83	0.16	0.92	
KO_P1_01	Oxide	COBR-13	-16	0.47	0.90	50	66	73	72	77	77	84	82	84	82	0.14	0.74	0.77
		COBR-14	-38	1.32	-0.48	42	60	68	69	72	67	80	78	78	79	0.16	0.76	
		COBR-15	-6.35	0.46	0.88	45	61	66	67	67	66	81	78	82	82	0.14	0.78	
KO_P1_02	Sulphide	COBR-16	-16	1.21	1.46	2	2	3	3	4	5	5	5	7	6	3.19	3.39	3.43
		COBR-17	-38	2.51	0.84	2	2	2	2	3	5	6	7	8	8	3.98	4.31	
		COBR-18	-6.35	1.19	1.46	2	2	3	3	4	5	5	5	7	6	3.15	3.34	

- 13.12.2.2 Column leaching tests

Comment:

The three tests that were done are not enough to draw conclusions.

It is not clear why the percentage participation and the size of the factions are mixed up, and if it might make sense, it is not emphasized or clarified anywhere. So in point 13.12.1.3. it was concluded that the crushing size should have been 100% -12.5 mm (after the obtained results from point 13.12.1.3), but again for further tests the crushing size of 80% -12.5 mm was chosen. Also, in Tables 13.25 and 13.28, the values of the sizes of the crushed samples differ from the selected value of -12.5 mm shown in the text.

It is not clear why different data related to different deposits are mixed up and comparative results are presented, so in point 13.12. 1.2. from table 13.25 it can be seen that the following ore samples were tested: Korkan - oxide ore, Korkan - transition ore, Bigar Hill - oxide ore and Korkan West - oxide ore. In point 13.12.2.2. where additional tests of the degree of leaching of gold are carried out with an extension of the leaching time, it can be seen from table 13.28 that the tested ore samples were: Bigar Hill - transitional ore, Korkan West - oxide ore and Korkan - oxide ore.

Table 13.25 – Summary of Column Leach Tests Results

Sample ID	Crush Size 80% mm	Agglom. Stage	Head Assay Au g/t	Calculated Head Au g/t	Extracted Grade Au g/t	Tails Grade Au g/t	%Au Leach Recovery (based on)		
							Measured Head	Calculated Head	Carbon/Residue
Korkan Oxide	-12.9	No	1.48	1.54	1.46	0.08	98.6	94.8	94.4
Korkan Transitional	-12.7	No	1.72	1.96	1.34	0.62	77.9	68.4	67.9
Bigar Hill Oxide	-12.3	No	1.87	2.01	1.90	0.11	101.6	94.5	94.2
Korkan West Oxide	-12.6	No	1.11	1.14	0.87	0.27	78.4	76.3	75.5

Table 13.28 – Summary of Column Leach Test Results

Sample ID	Crush Size 80% mm	Agglom. Stage	Head Assay Au g/t	Calculated Head Au g/t	Extracted Grade Au g/t	Tails Grade Au g/t	%Au Leach Recovery (based on)		
							Measured Head	Calculated Head	Carbon/Residue
Bigar Hill Transitional	-11.3	No	1.35	1.36	0.83	0.53	61.5	61.0	60.3
Korkan West Oxide	-12.3	No	1.15	1.15	1.04	0.11	90.4	90.4	89.3
Korkan Oxide	-12.3	No	0.77	0.80	0.66	0.14	85.7	82.5	82.1

It is not clear why, when it comes to oxide ores, the text states that leaching lasted 70 days, while for oxide ores in table 13.29 it says 65 days. In the same table, the size of the crushed pieces - 5/8 mm, which has not been mentioned in the study so far, is given.

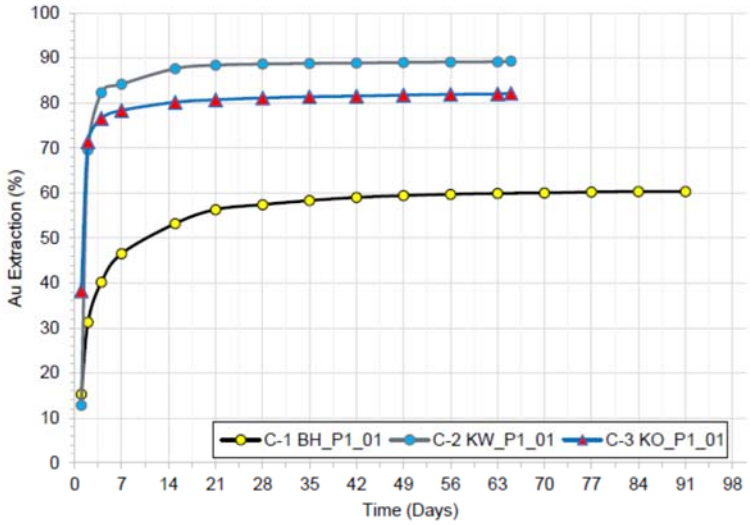
It is not clear which of the three categories of the degree of leaching of gold in column is compared to the degree of leaching of gold in the rotating bottles.

Table13.29 – Comparison of Column Leach Test vs. Coarse Bottle Roll Leach Test Results

Sample ID	Ore Type	Leach Time Days	Crush Size P_{80} mm	Column Leach Recovery (based on)			Leach Time Days	Crush Size mm	Bottle Roll Recovery Au %
				Measured Head	Calculated Head	Carbon/ Residue			
				Au %					
Bigar Hill	Transitional	91	-11.3	61.5	61.0	60.3	30	-5/8	59
Korkan West	Oxide	65	-12.3	90.4	90.4	89.3		-5/8	87
Korkan			-12.3	85.7	82.5	82.1		-5/8	82

The conclusion made on the basis of diagram 13.10 is not clear. It does not match the results shown in the diagram. ("transient sample shows slower leaching kinetics constant leaching curve after 60 days with 60% gold recovery"). A constant leaching curve appears around the 49th day of leaching.

Figure 13.10 – Column Leach Kinetics



- 13.12.3 Phase 3 Research

Comment:

No explanation was given as to why in point 13.12.2.2. the conclusion was made that for oxide types of ores the maximum leaching of gold occurs already after the 21st day (about 90%), and in point 13.12.3 a decision was made to extend the leaching time to 84 days, as well as the reason for extending the leaching time, if constantly leaching occurs already after fewer days.

It is impossible to compare the results of ore leaching in a column and rotating bottles,to compare different types of ore leached in different time periods and different sizes of crushing.

Table 13.33 – Comparison of Column Leach Test vs. Coarse Bottle Roll Leach Test Results

Sample ID	Method	Coarse Bottle Roll Leach			Column Leach				
	Ore Type	Leach Time Days	Crush Size mm	Bottle Roll Recovery %Au	Leach Time Days	Crush Size P_{80} mm	Column Leach Recovery, %Au (based on)		
							Assay Head	Calc. Head	Carbon/ Residue
BH_P1_01	Transitional	30	-16	59	91	11.3	61.5	61.0	60.3
KW_P1_01	Oxide			87	63	12.6	90.4	90.4	89.3
KO_P1_01	Oxide			82		12.6	85.7	82.5	82.1
BH_PFS_03	Transitional		-25	80	112	19.8	83.9	87.7	87.7
BH_PFS_05				62		21.6	68.0	62.6	62.8
BH_PFS_07				71		19.5	78.1	70.8	70.8
BH_PFS_09				60		20.9	56.6	58.8	59.1
KO_PFS_03				74		19.8	101.4	79.6	79.6

The leaching kinetics, the results of which are presented in the diagrams in Figures 13.11 and 13.12, cannot be seen because the data from the diagrams cannot be read.

Figure 13.11 – Column Leach Kinetics (Oxide Samples)

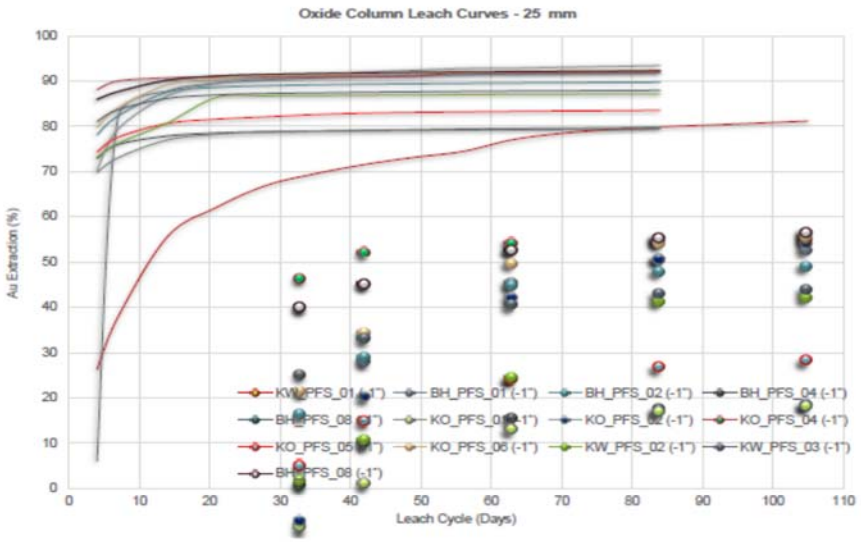
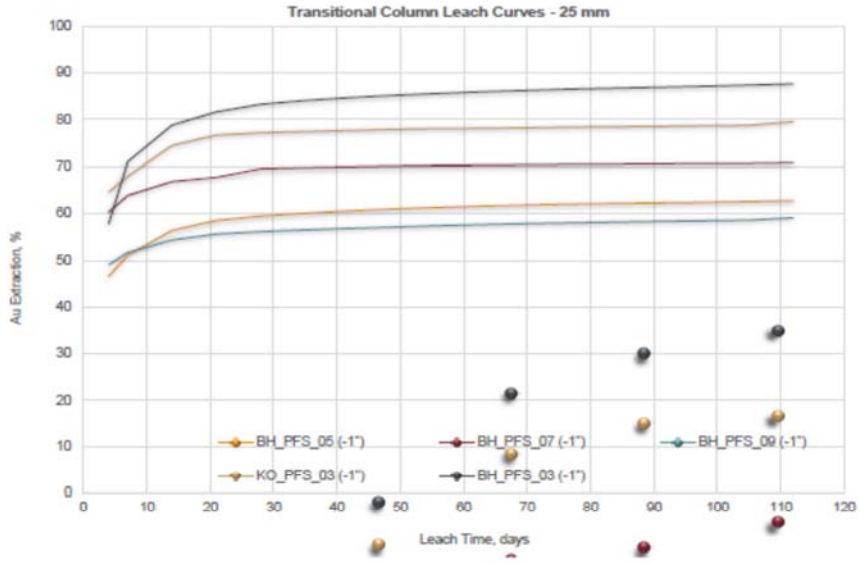


Figure 13.12 – Column Leach Kinetics (Transitional Samples)



The number of composite samples was not agreed upon, the text first stated that 23 tests were performed on composite samples, and the consumption of reagents was given for 24 composites.

The average reagent consumption units for 24 composites shown in the table 13.30 are incorrectly displayed. (in table 13.30 is given in kg/t, and in the text in g/L).

The selected cyanide concentration of 0.5 g/l and the spray flow rate of 10 L/m2/h for each experiment mentioned so far in the study do not match with the reagent concentration given in table 13.30. The amount of lime added in the cyanide leaching process is not shown in the text.

Table 13.30 – Reagent Consumptions

Ore Zone	Reagent Consumption, kg/t	
	NaCN	Lime
Oxide	0.30	0.70
Transitional	0.52	0.81

No information was given on the clay content in the samples, nor information in what ratio was mixed with cement in order to agglomerate the samples, but an explanation was given that some of the columns (label KW_PFS_01 and KO_PFS_03) showed a problem with percolation due to high clay content in the examined samples From Table 13.31, it can be seen that the KO_PFS_03 sample did not undergo agglomeration, as it was stated earlier in the text. Agglomerated samples from the oxide ore of the Korkan West deposit (code KW_PFS_01 (-1") and KW_PFS_01 (-1.5") were already crushed to crushing sizes of 20.9 mm and 31.2 mm, respectively, before agglomeration. It is not clear what is the reason that the samples were initially crushed to different dimensions, when in all the experiments so far, the crushing size was -12.5 mm. The same is the case with table 13.32, where the results of transitional types of ores from completely different deposits are shown.

Table 13.31 – Summary of Column Leach Test Results (Oxide)

Column ID	Sample ID	Deposit	Ore Zone	Crush Size P_{80} mm	Agglom Stage	Head Assay Au g/t	Calc. Head Au g/t	Extracted Grade Au g/t	Tails Grade Au g/t	%Au Leach Recovery (based on)		
										Measured Head	Calc. Head	Carbon/ Residue
C-4	BH_PFS_01 (-1")	Bigar Hill	Oxide	21.7	No	1.20	1.28	1.18	0.10	98.3	92.2	91.9
C-5	BH_PFS_02 (-1")			20.0	No	1.50	1.68	1.51	0.17	100.7	89.9	89.7
C-7	BH_PFS_04 (-1")			19.8	No	0.41	0.48	0.38	0.10	92.7	79.2	79.4
C-9	BH_PFS_06 (-1")			19.4	No	2.21	2.20	1.81	0.39	81.9	82.3	82.2
C-11	BH_PFS_08 (-1")			21.8	No	1.55	1.61	1.49	0.12	96.1	92.5	92.3
C-13	KO_PFS_01 (-1")	Korkan	Oxide	22.0	No	0.40	0.41	0.33	0.08	82.5	80.5	79.8
C-14	KO_PFS_02 (-1")			18.7	No	1.51	1.71	1.60	0.11	106.0	93.6	93.4
C-16	KO_PFS_04 (-1")			20.0	No	0.46	0.47	0.43	0.04	93.5	91.5	92.0
C-17	KO_PFS_05 (-1")			20.6	No	0.50	0.66	0.55	0.11	110.0	83.3	83.6
C-18	KO_PFS_06 (-1")			21.0	No	1.25	1.33	1.23	0.10	98.4	92.5	92.4
C-19	KW_PFS_01 (-1")	Korkan West	Oxide	20.9	Yes	1.18	0.99	0.80	0.19	67.8	80.8	81.2
C-20	KW_PFS_02 (-1")			20.4	No	1.06	1.16	1.01	0.15	95.3	87.1	87.2
C-21	KW_PFS_03 (-1")			21.0	No	0.94	1.04	0.91	0.13	96.8	87.5	87.9
C-22	BH_PFS_02 (-1.5")	Bigar Hill	Oxide	30.3	No	1.56	2.05	1.88	0.17	120.5	91.7	91.8
C-24	KW_PFS_01 (-1.5")	Korkan West	Oxide	31.2	Yes	1.1	1.14	0.86	0.28	78.2	75.4	75.6

Table 13.32 – Summary of Column Leach Tests (Transitional Samples)

Column ID	Sample ID	Deposit	Ore Zone	Crush Size P_{80} mm	Agglom Stage	Head Assay Au g/t	Calc. Head Au g/t	Extracted Grade Au g/t	Tails Grade Au g/t	%Au Leach Recovery (based on)		
										Measured Head	Calc. Head	Carbon/ Residue
C-6	BH_PFS_03 (-1")	Bigar Hill	Trans	19.8	Yes	3.91	3.74	3.28	0.46	83.9	87.7	87.7
C-8	BH_PFS_05 (-1")			21.6	No	1.72	1.87	1.17	0.70	68.0	62.6	62.8
C-10	BH_PFS_07 (-1")			19.5	No	1.46	1.61	1.14	0.47	78.1	70.8	70.8
C-12	BH_PFS_09 (-1")			20.9	No	0.83	0.80	0.47	0.33	56.6	58.8	59.1
C-15	KO_PFS_03 (-1")	Korkan	Trans	19.8	No	0.73	0.93	0.74	0.19	101.4	79.6	79.6
C-23	KO_PFS_03 (-1.5")			30.9	Yes	0.80	0.60	0.37	0.23	46.3	61.7	61.8

- 13.12.3.1. Effect of crushing size
  a. Oxide zone

Comment:

The size of the crushed ore is not consistent throughout the study. In some experiments, 100% of the sample was crushed to a certain size, and in some 80% of the sample. It is not explained why 100 or 80% of the sample was crushed, and the results were compared even though it is not valid. The crushing sizes in the text and in the displayed results in the tables differ.

Nowhere it is clearly defined that the results shown in this point refer only to leaching tests in the column. That can be concluded based on the duration of the tests. In the column leaching process, the influence of grain size on the degree of gold leaching was not examined in this study, but the grain size in all experiments was about -12.5 mm.

The conditions of the tests explained in the text differ from the conditions of the same tests presented in the tables 13.34, 13.35 and 13.36.

Table 13.34 – Gold Extraction (- 16 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
1	C-1	KO_01 (-5/8")	Korkan	Oxide	63	94.4
	C-3	BH_01 (-5/8")	Bigar Hill		63	94.2
	C-4	KW_01 (-5/8")	Korkan West		63	75.5
2	C-2	KW_P1_01 (-5/8")	Korkan West		70	89.3
	C-3	KO_P1_01 (-5/8")	Korkan		70	82.1
		Average			**66**	**87.1**

Table 13.35 – Gold Extraction (- 25 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
3	C-4	BH_PFS_01 (-1")	Bigar Hill	Oxide	84	91.9
	C-5	BH_PFS_02 (-1")			84	89.7
	C-7	BH_PFS_04 (-1")			84	79.4
	C-9	BH_PFS_06 (-1")			84	82.2
	C-11	BH_PFS_08 (-1")			84	92.3
	C-13	KO_PFS_01 (-1")	Korkan		84	79.8
	C-14	KO_PFS_02 (-1")			84	93.4
	C-16	KO_PFS_04 (-1")			84	92.0
	C-17	KO_PFS_05 (-1")			84	83.6
	C-18	KO_PFS_06 (-1")			84	92.4
	C-19	KW_PFS_01 (-1")	Korkan West	Oxide	105	81.2
	C-20	KW_PFS_02 (-1")			84	87.2
	C-21	KW_PFS_03 (-1")			84	87.9
		Average			**86**	**87.2**

Table 13.36 – Gold Extraction (- 38 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
3	C-22	BH_PFS_02 (-1.5")	Bigar Hill	Oxide	84	91.8
	C-24	KW_PFS_01 (-1.5")	Korkan West	Oxide	105	75.6
		Average			**95**	**83.7**

There is no coincidence of previously obtained results with the conclusions drawn at the end of this point.

b. Transitional Zone

Comment:

Our conclusions for this point regarding the size of crushing are the same as for the oxide ore zone.

Tables 13.37, 13.38. and 13.39.

Table 13.37 – Gold Extraction (- 16 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
1	C-2	KO_02 (-16 mm)	Korkan	Trans	63	67.9
2	C-1	BH_P1_01 (-16 mm)	Bigar Hill	Trans	91	60.3
		Average			**77**	**64.1**

Table 13.38 – Gold Extraction (- 25 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
3	C-6	BH_PFS_03 (-25 mm)	Bigar Hill	Trans	112	87.7
	C-8	BH_PFS_05 (-25 mm)				62.8
	C-10	BH_PFS_07 (-25 mm)				70.8
	C-12	BH_PFS_09 (-25 mm)				59.1
	C-15	KO_PFS_03 (-25 mm)	Korkan			79.6
		Average			**112**	**72.0**

Table 13.39 – Gold Extraction (- 38 mm)

Testwork Phase	Column ID	Composite ID	Deposit	Oxidn. State	Leach Cycle days	%Au Extn
3	C-23	KO_PFS_03 (-38 mm)	Korkan	Trans	112	**61.8**

There is no coincidence of previously obtained results with the conclusions drawn at the end of this point.

- 13.12.3.2. The impact of the entrance analysis (Head grade analysis)
  a. Oxide zone
  b. Transitional Zone

Comment:

No discussion.

- 13.14 Leaching
- 13.14.1 CIL Tests (Oxide Composite)
- 13.14.1.1. Thiosulfate

Comment:

There is no data which leaching metod was applied (leaching in a column or leaching in bottles) in the thiosulfate leaching tests of oxisde ores from the Bigar Hill and Korkan deposits.

Tests were performed with samples with a P80 grinding size of 75 μm, and different leaching times were investigated. It is not indicated why this crushing size was chosen when in earlier cyanide leaching tests the crushing sizes of ore samples were of other values. Tests are performed in order to

compare the obtained results and select the appropriate reagent for leaching, which is not possible based on the tests performed.

From Table 13.46. it can be concluded that even for the samples tested at this point, the effect of time cannot be compared because the same leaching time was not applied to all samples. The leaching time of 6 h for the sample KO-PFS-05 ATS1 and BH-PFS-02 ATS2, as well as the leaching time of 12h and 24h for the samples KO-PFS-05 ATS3 and BH-PFS-02 ATS4 were not tested.

The leaching time of 24 h was not examined for all samples, but the conclusion was made that the highest level of Au leaching was achieved in 24 h.

Table 13.46 – Thiosulphate Leach Test Results

Leach Time h	KO-PFS-05 ATS1	BH-PFS-02 ATS2	Leach Time h	KO-PFS-05 ATS3	BH-PFS-02 ATS4
	%Au Extraction			%Au Extraction	
0	0.0	0.0	0	0	0
2	75.6	78.7	2	41	76
4	75.6	76.4	4	53	84
8	81.7	78.7	6	64	89
12	81.7	80.9	8	73	90
24	84.1	92.2			

- 13.14.1.2 CN LITE

There is no data on what leaching method was applied to the oxide composites from the Bigar Hill and Korkan ore deposits, with a grinding size of P80 of 75 µm, while the leaching reagents CN lite (25% NaCN) and NaCN were used for testing the leaching process.

It is not clear why the leaching time of 48 h was chosen.

It is not clear how the conclusion was drawn based only on two tests with each of the investigated reagents.

No tests were performed with a lower concentration of NaCN reagent.

The data and results shown in Table 13.47 do not match the conclusions in the text that the leaching rates of gold leached with CN Lite reagent are lower than those obtained with sodium cyanide.

Table 13.47 – Kinetic Leach Test Results (Oxide Composites)

Comp ID	Test ID	Lixiviant	%Au Extn.	Reagent Consumption	
				NaCN, kg/t	Lime, kg/t
BH_PFS_02	CIL-3	NaCN	93.3	0.34	0.40
	CIL-4	CNLite	93.8	0.36	0.05
KO_PFS_05	CIL-5	NaCN	89.0	0.23	0.36
	CIL-6	CNLite	90.5	0.26	0.00

- 13.14.2. CIL Tests (Transitional Composites)

Comment:

The data in the table 13.48 do not match the data given in the text, which refer to the target crushing size(75 μm), the percentage share of the ore fraction(P80), the amount of added cyanide (0.5 g/L) and the leaching time (48 hours).

Two performed tests are insufficient to form conclusions.

Table 13.48 – CIL Test Results (Transitional Composites)

Comp ID	Test ID	Grind Size P_{80} μm	Lixiviant	%Au Extn.	Reagent Consumption kg/t	
					NaCN	Lime
BH_PFS_09	CIL-7	92	NaCN	56.7	0.41	0.49
KO_P1_01	CIL-8	41	NaCN	86.2	0.15	0.36

- 13.14. 3 CIL TESTS (TRANSITIVE LCT TAILS)

Comment:

It is not possible to draw conclusions based on two tests (one test each on the combined flotation tailings from the Bigar Hill and Korkan deposits).

It was not said in what ratio the tailings were mixed.

No data on the size of the particles is given.

Table 13.49 – CIL Test Results (Combined Float Tails)

Comp ID	Test ID	%Au Extn.	Reagent, kg/t	
			NaCN	Lime
BH_PFS_09	CIL 9	60.1	0.22	0.41
KO_P1_01	CIL 10	74.9	0.21	0.23

- 13.14.4 CYANIDE TESTS (SULFIDE LTT TAILS)

Comment:

Data on the ratio in which tailings are mixed, as well as data about particle size, are missing.

Table 13.50 – Kinetic Leach Test Results (Bigar Hill)

Sample	Time (hour)	Au (g/t)	% Au in sol	Ag (g/t)	% Ag in sol	Cu (g/t)	% Cu in sol
Dund 21 Assay 0324	0	0	0.0	0	0.0	0	0.0
	1	0.341	38.2	0.1511	36.2	21.980	48.4
	2	0.336	38.5	0.1547	37.9	23.214	52.2
	4	0.341	39.9	0.1586	39.7	24.276	55.8
	8	0.346	41.4	0.1661	42.3	25.574	59.9
	24	0.365	44.4	0.1839	47.5	29.373	69.5
	48	0.390	48.2	0.2004	52.5	32.606	78.2

Table 13.51 – Kinetic Leach Test Results (Korkan)

Sample	Time (hour)	Au (g/t)	% Au in sol	Ag (g/t)	% Ag in sol	Cu (g/t)	% Cu in sol
Dund 21 Assay 0327	0	0	0.0	0	0.0	0	0.0
	1	0.004	0.8	0.0114	13.4	12.248	32.0
	2	0.003	0.6	0.0109	13.1	13.835	37.1
	4	0.003	0.5	0.0109	13.5	15.130	41.4
	8	0.002	0.5	0.0115	14.4	16.747	46.6
	24	0.003	0.7	0.0146	18.4	21.633	60.6
	48	0.003	0.7	0.0172	21.9	24.771	70.3

- 13.14.5 CIL TESTS WITH ULTRA FINE GRINDING UFG – ultra fine grinding

Comment:

It is insufficient to perform only two tests on the basis of which conclusions could be drawn, namely conventional cyanide leaching tests that were performed on sulfide composites of samples from the Bigar Hill (BH P1 04) and Korkan (KO P1 02) deposits, with the aim of obtaining sulfide concentrate which contains gold.

Table 13.52 – Bulk Rougher Float Results

Test ID	Deposit	Float Circuit	Grind Size P80 µm	Reagent Suite	Mass Pull %Wt.	Gold		Sulphur	
						Grade (ppm)	%Rec	Grade (%)	%Rec
F1	Bigar Hill	Ro-Sc	75	PAX	25.0	8.4	80.4	6.6	93.3
F2	Korkan	Ro-Sc	75	PAX	23.6	15.5	64.7	5.6	76.1

Table 13.53 – Cyanidation Leach Test Results

Product	BH_P1_04	KO_P1_02
	%Au Extraction	
F1+F3 Ro Conc.	36.3	-
F1+F3 Ro Tails	29.8	-
F2+F4 Ro Conc.	-	75.0
F2+F4 Ro Tails	-	58.5

- 13.14.6 ALBION ELIGIBILITY TESTS (Neutral Albion Leaching - NAL)

Comment:

The Albion Process™ was used to evaluate pre-oxidation technologies on a refractory larger concentrate that was additionally milled.

Table 13.54 – Neutral Albion Leach Test Conditions

Test No.	Sample ID	Grind K80 (µm)	Pre-Treatment	Leach			
				Time (h)	Density (%)	NaCN (g/L)	Carbon (g/L)
NAL-1 CIL	F1+F3 Flot Conc (BH_P1_04)	18.4	Albion	48	25	1	15
NAL-2 CIL	F2+F4 Flot Conc (KO_P1_02)	9.8	Albion	48	25	1	15

It is not enough to perform only two tests to complete the examination.

It is not stated why the samples were ground into different particle sizes

It is not stated why the concentration of NaCN was 1.0 g/l for these tests, when in all previous tests the concentration was constant at 0.5 g/l?

Total gold leaching is not stated.

1.2. CHAPTER 17

- 17.3.1 Process overview

"The crushed ore will be diverted to the agglomeration circuit, and mixed with lime, cement and cyanide in the agglomeration drum, and then conveyed to the ore storage bin for further placement onto the heap leach pad."

Comment:

The proposed method of agglomeration is unsafe both for the people who work on these jobs and for the environment - Agglomeration must not be done with sodium cyanide solution.

"In the Desorption subpart, it is proposed to treat activated carbon with HCl in order to remove rested inorganic and siliceous substances from the carbon."

Comment:

It is necessary to first decompose the residual $NaCN^-$ from the activated carbon, before treating it with HCl acid, so that it does not occur (during the decomposition of carbonates) to the release of toxic HCN. Then to perform decomposition of CO_3^{2-} with HCl. After the decomposition of the carbonates, it is necessary to neutralize the remaining HCl so that during the elution of Au and Ag from the activated carbon, HCN would not be released. Then elute Au with 3% NaCN. Perform a H_2O rinse after elution. Then decompose the residual NaCN with H_2O_2 (It is usually used NaClO).

"In the Recovery - electrowinning sludge subpart, is it is proposed treatment of the filter cake in a mercury retort to remove and capture any vaporized mercury."

Comment:

Our objection is that the decomposition of NaCN in the anode sludge should be performed before the mercury removal process.

- 17.4.3 Sodium hydroxide

Comment:

To adjust the pH value, the use of 50% NaOH is suggested. Such a concentrated NaOH solution has a high density and crystallizes, making it unsuitable for work and transport. It is necessary to choose a lower concentration.

1.3. CHAPTER 18

- 18.1.1 Heap Leach Facility Location

"No geotechnical characterization testing has been conducted on ore samples from the Project at the time of this Report. As no geotechnical information was available at the time of developing the design, a field and laboratory investigation program will need to be carried out as part of the next project phase to confirm the assumptions made, or if changes to the design need to be made. This program will include geophysics, drilling and test pitting in the designated area, as well as taking samples for geotechnical laboratory testing."

Comment:

It is necessary to explain to what extent the results of geotechnical tests will have influence on the already made choice of technology. After the geotechnical tests have been carried out, it is necessary to perform additional tests of the leaching process using other reagents.

- 18.1.2 Heap Leach Facility Design

For this Project, the design included both an Internal Solution Pond and External Event Pond for overflow protection and liquor dilution control during storm events. The internal pond was selected on the basis of environmental and temperature benefits.

Comment:

It is necessary to explain in more detail what these environmental and temperature benefits are, considering the great importance of these influences.

- 18.1.2.1 Design

"Provide for secured containment of all process fluids within a liner system that protects surface and ground water, with solution pond water balance and sizing requirements provided by DRA."

Comment:

It is necessary to explain in detail the way in which the retention of all process fluids within the intended system will be solved, as well as the protective measures that should ensure the impossibility of spilling into the underground water.

"Meet slope stability requirements using peak ground acceleration parameters and provide a minimum static and pseudo-static Factor of Safety (FOS) of 1.5 and 1.1, respectively."

Comment:

There is a lack of explanation for how the pile slope stability requirements will be carried out. It should be considered that this location is a potentially seismic area.

"The Solution Pond and Event Pond have a combined capacity to contain the runoff volume resulting from the 1-in-100-year 24-hour storm event."

Comment:

In addition to storms, the influence of snow (mountain area) and ice should also be taken into account, because the biggest accident happened in 2000 in the Baia Mare mine in Romania under the influence of snow and ice when the tailings dam broke. At that time, 2,500,000 million people in Hungary were left without drinking water due to the spill of 100,000 m3 of tailings. Also, the Shamos-Tisa-Danube River basin was damaged.

- 18.1.2.2 Liner System

In order to facilitate Leak Detection monitoring from the upper geomembrane within the Internal Solution Pond, a Leak Collection Layer was included between the two (2) geomembranes.

Comment:

Damage on upper geomembrane will be detected by sensors but the is missing information how will be detected damage on lower geomembrane. It is necessary to provide an explanation of the protection measures in case of damage to the lower geomembrane.

- 18.1.2.3 HLF Decommissioning and Closure

"The solution would be circulated through the heaps and ponds until the pH from the heap is neutral and total cyanide concentration is low, less than the 0.5 ppm CN WAD (discharge limit according to the IFC EHS Guidelines for Mining and the ICMC). Once rinsing is complete, the heap can be capped and revegetated as per environmental specifications, and the drain down monitored until it reaches an acceptable level."

Comment:

If the ground cover will be performed after the cyanide concentration has reached below 0.5 ppm, it is necessary to provide more detailed explanations for the closure of the HLF plant and provide a clear procedure for reaching the required concentration of cyanide before covering with a layer of soil.

- 18.2.5 Agglomeration Circuit

"The agglomeration circuit has been included to be able to stack ores with high clay content to ensure that this material can be processed without impacting the heap leach process."

Comment:

It is necessary to define the limit content over which the agglomeration would be done?

- 18.6.6 Waste Disposal

"Industrial and hazardous waste will be stored in suitably contained areas for off-site disposal. It isassumed suitable facilities are available in the region for disposal of hazardous waste due to ongoing heavy industry in the region. It is recommended to identify and negotiate with such facilities during the next project phase."

Comment:

It is necessary to define the type of waste and quantities.

- 18.10 Waste Acid Rock Drainage (ARD) Potential

The characterization of the details will be confirmed by the designer in the next phase.

Comment:

How will it affect the choice of technology?

2. **16558-001 - FINAL - REPORT & APPENDICES - COMBINED - SEPTEMBER 21, 2018**

Comment:

It is not shown which metals, besides gold and silver, are leached with the NaCN solution and what happens to them in the following stages of processing the cyanide solution. It is not shown what is done with cyanide solutions in which the content of other metals is increased (which were leached together with Au and Ag, and were not absorbed on activated carbon).

3. **SETI-RE-11-12-30-RDI-DIAGNOSTIC LEACH TESTING ELEVEN SAMPLES**

Comment:

In document 1. 16558001, investigations were carried out at the Korkan, Korkan West and Bigar Hill sites, while in this document a new site, Kraku Pester, which is not in document 1. 16558001, appears and on which previous tests have not been performed.

Neither in this document nor in the previous one is it shown which other metals present in the ore leach together with Au and Ag in the NaCN solution. If they are leached, are they absorbed on activated carbon. If they are not absorbed on activated carbon, what will be done with cyanide solutions in which the content of these metals is increased? How will these solutions be treated? How and where will the detoxification be carried out and on which devices (nothing is shown in the technological schema or in the description of the technological procedure)?

Table 3. does not show the content of Hg, and in the description of the technological schema in Pre-Feasibility Study, the procedure for removing Hg from the sediment after electrowinning is described.

4. **TG5055-3710-1260-MEM-0005-A**

Comment:

Whether it was taken into account that NaCN is a salt of a strong base and a weak acid and that it hydrolyzes according to the reaction whereby HCN gas is released:

$NaCN + H_2O \rightarrow NaOH + HCN$

Since HCN acid boils at 25.7°C, at higher temperatures HCN gas will be released even from a lower concentration of HCN acid.

How much HCN emission will there be in the atmosphere around the pond and will it not exceed the maximum allowed concentration?

5. 16558-02 - PEA RPT – FINAL – REPORT & APPENDICES – COMBINED – APRIL 7, 2020

Comment:

After reviewing the document, it was concluded that an insufficient number of experiments were performed due to the fact that only the influence of time on the degree of Au leaching was examined. Other key parameters were not examined: cyanide concentration, pulp density, particle size, temperature was not examined in any of the submitted reports.

The effects of climate change (rain, snow, ice, extreme temperatures) that will be present on the field, as well as the stability of the ground and the presence of clay that creates permeable layers, were not taken into account.

6. RESULTS OF LABORATORY TESTS ON AVALA ORE

Comment:

The impact of leaching of composite samples with increased calcium content was examined, and only on samples of the Bigar Hill orebody, while for the other locations, the influence of calcium content on the leaching rate was not taken into account. A combined non-cyanide process was applied, which included the following stages: oxidation (removal of 99% of sulphides), leaching with sulfuric acid (removal of Ca in the form of $CaSO_4$) and chlorination with NaClO - achieving a total leaching rate of 83.8%.

Considering that the comparative test of the cyanization procedure on the same sample gave a significantly lower Au leaching rate of 52.5%, more detailed research of the combined non-cyanide procedure is necessary in order to form relevant conclusions about the effectiveness of this alternative procedure.

7. SETI-RE-12-10-31-RDI FLOTATION-POX-CYAN TLNG LEACH RESULTS (1)

Comment:

The results of the leaching process of flotation products: flotation tailings and flotation concentrate are presented. Laboratory tests for cyanide leaching of flotation tailings for five composite samples (ground for 30 and 60 min) using completely identical leaching parameters were done. The influence of individual parameters on the leaching process (temperature, leaching time, pulp density, NaCN concentration) was not considered at all.

The presented results of the cyanide leaching of flotation concentrate for three composite samples (ground to P_{80} of 270 mesh) using different leaching parameters (NaCN concentration and pulp density) for the same duration of the process of 48h as in the previous tests. The full impact of individual parameters on the leaching process (temperature, leaching time, pulp density, NaCN

concentration) was not considered because all three experiments were performed under different conditions, and it is impossible to compare the results in order to define the optimal parameters.

The results of the cyanide leaching test of the flotation concentrate, which before leaching was subjected to the oxidation process (POX) with oxygen at elevated pressure and temperature (2 hours at 220ºC with oxygen at a pressure of 200 psi) are presented. After the POX treatment process, the oxidized concentrate was leached under the same conditions in the three performed experiments (NaCN concentration of 5 g/l, pulp density of 25% and duration of the leaching process of 48h), which we consider insufficient to form relevant conclusions for process of cyanide leaching of oxidized flotation concentrate.

There was also a mismatch between the markings for the numbering of the attached Annexes and the data on the conditions of the tests with the numbering given in the main text of this document.

8. TGP5008-0000-1100-DSC-0001 REVC (PROCESS DESIGN CRITERIA)

Comment:

Based on the data provided for the Process Design Criteria, the projected consumption of cyanide is 0.18 kg/t of ore. Given that the projected amount of ore is 2,500,000 t per year, the consumption of cyanide would be 450 t/year. Given that the projected period of ore exploitation is 8 years, the total consumption of cyanide would amount to 3,600 t, or 54 kg of cyanide per hour. The lethal dose of cyanide ingested orally is 2.8 mg/kg of body weight, and the solubility in water is 58 g CN/100 ml (at 20°C). For this reason, strict control of the cyanide leaching process is necessary, in order to avoid excessive situations that could endanger watercourses and groundwater in the locality where the operation of the cyanide gold leaching plant is planned.

The impact of climatic conditions must be examined in detail, especially the impact of rain that can lead to an increase in the level of the leaching solution in the field and cause an uncontrolled overflow of the cyanide pregnant leaching solution outside the space provided for the leaching process. For this reason, it is necessary to pay much more attention to solving possible excess situations on the field.

The submitted documentation lacks detailed examinations of alternative non-cyanide ore leaching procedures that could be an adequate replacement for the proposed cyanide leaching procedure.

9. SETI-RE-12-05-26-SGS-PRELIM TESTING VARIOUS ORE SAMPLES

Comment:

We have no objections to the cyanide leaching test carried out in Chapter 3.4, and in Chapter 4.4. leaching of other metals - macro components, whose content is given in Tables no. 3 and 4 (Chapter 4.1.1.), is missing.

10. SETI-RE-12-08-30-RDI-AVALA PROJECT RESULTS

Comment:

The document shows the results of leaching of flotation concentrate and tailings, which were cancelling and not accepted for the preparation of the PFS. We have no objections to this document.

11. 01 PFS TESTWORK/XPS 2020 - APPENDIX.ZIP

Comment:

In documents related to cyanide leaching of metals, only leaching of Au, Ag and Cu is shown. There is a lack of data on whether the other metal macro components present in the raw material were leached and in what quantities.

12. 02 SULPHIDE ORE CONCENTRATOR TOS - SULPHIDE MILL TOS VL - REV.0 07.06.2022

Comment:

We have no comment because cyanide leaching of sulfide ore was cancelled for economic and environmental reasons.

13. TGP110-0000-3020-SOW-0002 - APPENDIX 1 - REFERENCE DOCUMENTS TOC A

We have comments on the following documents:

- **TG5055-4600-1100-PFD-0001 B**

Comment:

In the PFS is mentioned that it is necessary to first decompose the residual $NaCN^{-}$ from the activated carbon, then to perform decomposition of CO_3^{2-} with HCl, after the decomposition of the carbonates, it is necessary to neutralize the remaining HCl acid.

- **TG5055-4600-1100-PFD-0003 B**

Comment:

In the PFS, a remark was made that it is necessary to perform the decomposition of NaCN before the activation of activated carbon.

- **TG5055-4600-1100-PFD-0005 B**

Comment:

In the PFS, a remark was made that NaCN should be decomposed in the anode sludge before the mercury removal process.

- **TG5055-5700-1100-PFD-0001 B**

Comment:

This document contains the technological scheme of wastewater treatment. Detoxification of NaCN was performed with Na-metabisulfite. In the PFS, a proposal was made to process water with H_2O_2 and not with Na-metabisulfite.

ADDITIONAL DOCUMENTATION:

14. SUMMARY

Comment:

The documentation contains working tables of experimental tests and for this reason we have no comment.

15. WORKING FILE TIMOK SGS COMPOS_RESULTS SUM_200215_GP

Comment:

The documentation contains working tables of experimental tests and for this reason we have no comment.

16. ZT640835, DUNDEE, TIMOK, PERCOLATION AND AGGLOMERATION BATCH3

Comment: We have no comment to this document.

17. ZT640835, DUNDEE, TIMOK, TIMOK COLUMN LEACH TESTS - BATCH 4

Comment:

On the basis of working tables from this document, it can be concluded that experimental tests of the influence of temperature (lower than ambient temperature) on cyanide leaching process have been carried out. One test of column cyanide leaching of mixed oxide and transitional ore sample is insufficient to make conclusions. It is necessary to conduct additional tests of column cyanide leaching, with each of the ore bodies separately, as well as additional experiments where influence of the temperature in ranges from -20 to 40°C will be investigated.

18. ZT640835, DUNDEE, TIMOK, TIMOK PERCOLATION AND AGGLOMERATION

19. ZT640835, DUNDEE, TIMOK, TIMOK PERCOLATION AND AGGLOMERATION 1

Comment:

Two exactly the same documents in which the water flow through the leaching column was tested depending on the amount of cement added for agglomeration of the sample. We are of the opinion that insufficient tests were performed for this type of testing and that the tests should have been performed while passing the leaching reagent through the column rather than water. Also, tests for samples from other orebodies are missing, as these tests were performed only for the sample from the Korkan West orebody.

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PART III

MINERALOGY

REVISION OF THE MINERALOGY PART OF THE TIMOK GOLD PROJECT

The revision of the delivered documents in the field of mineralogy included the following:

1. **Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia**
2. **The Mineralogical Characteristics of Eight Metallurgical Samples, from Serbia (PCT_SETI-RE-12-01-12-SGS)**
3. **Phase Two Metallurgical Testing of Three Ore Types from Avala Resources (10866-410 29/04/2013-SGS)**
4. **Timok Gold Project Flowsheet Development for Gold Bearing Ore (04-12-2020-XPS)**

The team of experts who reviewed the mineralogy part of the submitted documentation in accordance with the Contract No. 1147/22 dated June 30th, 2022, concluded between Mining and Metallurgy Institute Bor and DPM Avala doo Belgrade is as follows:

1. **Goran Pačkovski**
   Responsible person for the Mineralogy part

2. **Slađana Krstić**
   Responsible person for the following documents:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia*

1. PRE-FEASIBILITY STUDY NI 43-101 TECHNICAL REPORT TIMOK PROJECT ZAGUBICA, SERBIA

Mineralogical investigations were performed using high-definition mineralogy using optical microscopy, scanning electron microscopy (SEM), X-ray diffraction (XRD) and QEMSCAN analysis, secondary ion mass spectrometry (SIMS), chemical analysis and other methods.

The purpose of these tests was: determination of the mineral composition of the sample, representation of mineral phases, distribution of mineral grains by size. Also, results were obtained about pyrite from the aspect of grain liberation and fused grains, and based on that, the possibility of using this mineral was calculated. Likewise, the occurrence of Au minerals and their chemical composition were determined; size and release/association of gold minerals; concentration of submicroscopic Au in certain sulfides and oxides; and determining the distribution of total submicroscopic and microscopic Au.

The chosen methodology and choice of instruments for sample analysis is excellent because it provides a good insight into: the mineral composition of the sample, the representation of mineral phases, the distribution of mineral grains by size. Results were obtained about pyrite from the aspect of grain freedom and fused grains, and based on that, the possibility of using this mineral was calculated.

Gold aspect tests have determined that gold occurs in sulfide mineralization (most commonly pyrite and other sulfides/sulfosalts), or occurs as solid solution or submicroscopic colloidal Au in arsenic-rich pyrites. The rocks in which this type of mineralization occurs are: 1) the so-called series S1 and S2 (sandstones and conglomerates) and marbles; 2) contact of these S1 and S2 series and marbles with andesitic intrusives/breccias, 3) silicate breccias and 4) zones with Au-Fe pyrite-quartz strings. The research defined oxide and transitional mineralization.

All conducted mineralogical tests were an excellent basis for directing technological tests of obtaining gold and its use.

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PART IV

ECONOMICS

REVISION OF THE ECONOMICS PART OF THE TIMOK GOLD PROJECT

The revision of the delivered documents in the field of economy included the following:

1. **Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia**
2. **02 Sulphide ore concentrator ToS\TG5040-0000-1100-MEM-0001 - Sulphide Mill TOS_VL_ - REV.0_07.06.2022.**

The team of experts who reviewed the economy part of the submitted documentation in accordance with the Contract No. 1147/22 dated June 30th, 2022, concluded between Mining and Metallurgy Institute Bor and DPM Avala doo Belgrade is as follows:

1. **Lidija Bućan**
   Responsible person for the following documents:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia*
   - *02 Sulphide ore concentrator ToS\TG5040-0000-1100-MEM-0001 - Sulphide Mill TOS_VL_ - REV.0_07.06.2022.*

2. **Dejan Bugarin**
   Responsible person for the following documents:
   - *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia*

1. PRE-FEASIBILITY STUDY NI 43-101 TECHNICAL REPORT TIMOK PROJECT ZAGUBICA, SERBIA

Without going into the technical-technological details of the document, the observations are as follows:

1) In the technical part, the project is defined with an investment period of 1 year, a production period of 7 years and closure and recultivation of 1 year. In the economic analysis, the investment period is 2 years, the production period is 8 years and the closure of the mine is 1 year, which is more realistic. It needs to be adjusted.
2) In the technical part of the project, during the production period, the engagement of 183 workers with a working time of 12 hours is foreseen, the regular working time in Serbia is 8 hours a day, i.e. 40 hours a week. In the economic analysis, it is not stated anywhere how much wages will be paid to the employees, except in T 21.7 Operating costs of processing ($0.83/t of ore, $1,990,000/year and $15,920,000 in total). Earnings must be shown in the cost price in the gross amount as a separate item.
3) Mining, processing, refining, transportation and general and administrative costs are harmonized with the technical part and are clearly visible in the cost price. Water treatment costs are listed in T 21.9 in the amount of $611,000 per year, and in the economic assessment (T 22.3) $518,000. These costs should not be shown as operational before the start of production.
4) Current maintenance, as a capital cost, is foreseen in the amount of 3% of the value of the equipment of the processing plant (section 21.2.3.4 Maintenance), but this cost is not reflected in the cost price.
5) Depreciation is calculated using a proportional method at a rate of 10% for all equipment (section 22.2.5), although it is not clear what constitutes the basis for its calculation and why it is calculated before the start of production (T 22.3).
6) The fee for the use of mineral raw materials is correctly calculated in accordance with the law (5% of net income) and is clearly visible in the costs (T 22.3).
7) Corporate profit tax in Serbia is 15% of gross profit, with the possibility of reduction up to 100%. On the basis of which parameters the profit tax was reduced by 91% and a rate of 1.35% was obtained, according to which the tax was calculated and included in the cash flow (T 22.3, amount of h$ 4,240).
8) Sensitivity analysis done correctly.
9) The graphic representation of the movement of the cash flow and its cumulative is correct.
10) Possible risks to the development and implementation of the project are correctly stated.
11) Due to the current situation regarding the purchase of land in Serbia, the proposal is to clearly determine the conditions (prices of land and forests) under which the land will be voluntarily purchased and the funds for these purposes should be separately allocated from ownership costs.

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PART V

SLOPE STABILITY

REVISION OF SLOPE STABILITY PART OF THE TIMOK GOLD PROJECT

The revision of the delivered documents in the field of slope stability included the following:

1. **Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia**
2. **Timok Gold Project Feasibility Study - HLF Slope Stability Analyzes Memorandum**

The team of experts who reviewed the economy part of the submitted documentation in accordance with the Contract No. 1147/22 dated June 30th, 2022, concluded between Mining and Metallurgy Institute Bor and DPM Avala doo Belgrade is as follows:

Radmilo Rajkovic
Responsible person for the following documents:
- *Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia*
- *Timok Gold Project Feasibility Study - HLF Slope Stability Analyzes Memorandum*

Pre-Feasibility Study NI 43-101 Technical Report Timok Project Zagubica, Serbia;
Timok Gold Project Feasibility Study - HLF Slope Stability Analyzes Memorandum

The document deals with checking the stability of the landfill intended for leaching. The stability calculation was done for the final appearance of the landfill in static conditions and for the occurrence of an earthquake with a return period of 475 years.

Calculation parameters for stability calculation are defined on the basis of previous research presented in the documents:

- University of Belgrade (2021), Draft Interpretive Report Part 1 on Geotechnical Investigations prepared for Dundee Precious Metals, Inc., by University of Belgrade
- University of Belgrade (2022), Draft Interpretive Report Part 2 on Geotechnical Investigations prepared for Dundee Precious Metals, Inc., by University of Belgrade

The stability calculation was performed on five representative geotechnical profiles under the limit equilibrium condition, using the Morgenstern-Price method. The computer program GEOSLOPE International Inc., 2016 - SLOPE/W was used for stability calculation.

The lengths of the safety zones of the clay layer at the base of the landfill were determined according to analytical profiles.

The minimum stability coefficient for the final appearance of the landfill in static conditions must be greater than 1.3 (Regulation on technical requirements for surface exploitation of mineral deposits - Official Gazette of RS 96/2010). The minimum stability coefficient for the occurrence of an earthquake must be greater than 1.0.

All stability coefficients obtained by calculation on analytical profiles are higher than the minimum prescribed values.

The calculation of the stability of the landfill intended for leaching was done on the basis of the calculation parameters that are the product of the research. Profiles for stability calculation are correctly selected. The calculation methodology is correct and the resulting values are within the legal framework.

CONCLUSION

After the completed review of the complete submitted documentation and bringing up all objections and comments, the MMI team in charge of the Expert review of Timok Gold Project process technology concludes the following:

- The subject documentation does not present a complete and complex analysis from the aspect of geological, hydrogeological and morphological characteristics of the area affected by the future project;
- The general concept of the mining operation has not been defined, taking into account the characteristics of the deposits and the characteristics of the area - it is necessary to define the method of disposal of different types of materials (waste rock, sulfide ore, ore intended for leaching);
- No solution has been defined for the recultivation of all open pits and the impact of atmospheric water inflow and their impact on the process of self-leaching of mineralization from the aforementioned excavations;
- Long-term solution for the treatment of process waters, as well as their ecological impact on the surface and underground waters of the catchment area, as well as monitoring during and after the period of exploitation, is not presented;
- Consideration of variants of possible technological solutions is missing;
- The choice of technology for cyanide leaching of gold from Timok ore was made on the basis of a superficial and inadequate examination;
- From the reviewed documentation submitted for revision, it follows that the tests performed did not cover the influence of all key process parameters on the gold leaching degree. For example: the concentration of cyanide in the leaching solution was not investigated, but a consumption of NaCN of 0.18 kg/t of ore was chosen based on "experience data" for which there are no references;
- The cyanide consumption of 0.18 kg/t of ore defined by the project represents 450 t of cyanide on an annual basis, that is, for the planned 8 years, it amounts to 3600 t of cyanide. Bearing in mind the fact that the lethal dose is 2.8 mg/kg of body weight, the fact that the application of cyanide leads to a high risk for both human health and the general environment near the project site and much wider is not sufficiently considered;

- Tests on the effect of temperature on the complete technological process of cyanide leaching of gold (such as the effect of high temperatures on the release of cyanide gases, which starts already at 26°C) are missing. Given that the location is in a mountainous part of the country, it is necessary to conduct additional tests on the effect of temperature on the applied process in the range from -20°C to +40°C;
- Investigations on the impact of extreme climatic conditions, with extremely low temperatures, snow and frost, which have been particularly frequent in the last few years at the planned project location, and which can significantly affect the stability of the entire complex, are missing;
- It is necessary to dedicate much more attention to solving possible excess situations on the field, such as the occurrence of landslides in the area of deposited material for leaching;
- In the documentation, it is not sufficiently presented that the chosen technology of the cyanide leaching process takes place under strictly controlled conditions, and safety measures are not provided in case of all possible excess events;
- Proposal for solving the adequate disposal of sulphide mineralization of the ore deposit is missing;
- The documentation did not process the safe delivery and storage of cyanide solutions, given the high toxicity of cyanide;
- Adequate measures for the protection of rivers, groundwater, biodiversity and the local population are missing.
- Considering the high toxicity and the large number of environmental problems that can be caused by the application of cyanide at the location of the ore deposit in question, and beyond, we are of the opinion that it is primarily necessary to direct and carry out detailed and very extensive tests of the application of alternative methods of the processing process that do not include the application of cyanide for treatment of this ore deposit, because the presented investigations related to alternative processes are not complete.
- An insufficient number of experiments for alternative technologies have been carried out. Not all key parameters that affect the gold leaching degree were investigated, but the selection of parameters was made on the basis of empirical data, the reference of which is not presented in the submitted documentation.

- No explanations were given why the alternative technology was not investigated in more detail even though the results were promising. The tests were not continued, and an unconfirmed and unargued decision was made based on the investigations that they were not adequate for the processing process. Our suggestion is that alternative investigations must be done in much more detail and their results must be known before the Feasibility study is made.
- It is necessary to predict strict control of the process in order to prevent the release of dangerous substances into groundwater, to choose modern technology with closed systems that is technologically and economically justified for the purpose of preserving the habitat, biodiversity and which will have environmental justification.
- It is very important to point out that the location of the Project is Eastern Serbia, Braničevski district and that it represents a rural, mountainous area with steep valleys, characterized by beautiful nature, seasonal pastures, forests and isolated farms and houses. Part of the area consists of limestone rocks, which lead to caves, springs and sinkholes. Bearing in mind the fact that it is planned to discharge treated wastewater into the Jagnjilo river, the intended purification system must ensure legally defined water quality, given that the Jagnjilo river passes through the village of Jasikovo, flows into Veliki Pek river and further into the Danube river. The documentation does not predict a surface and underground water monitoring system, as well as a risk analysis for surface and underground water in the entire catchment area.
- **Based on the complete and detailed review of the submitted documentation, the conclusion of this revision is that the presented tests of the Timok ore processing process are not sufficient for the formation of a Pre-Feasibility Study, and therefore do not represent a suitable research basis for the preparation of a Feasibility Study.**