

## DONATION AGREEMENT

This Donation Agreement (“**Agreement**”) is made and entered into the date of final signature to this Agreement (the “Effective Date”) between Kennecott Utah Copper LLC (“**Donor**”), a Utah limited liability company, and the Town of Copperton (“**Partner**”), a Utah municipality. Partner and Donor are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

### RECITALS

A. Partner owns, maintains, and operates the Bingham City Cemetery (“**Cemetery**”), located at 7800 W Old Bingham Hwy, Copperton, UT 84095, as an active cemetery and historical site for the community.

B. The Cemetery is an important historical community place for Partner. It contains graves of people who lived in the historic Bingham Canyon mining towns. People from more than 30 countries and 38 states are buried in the Cemetery, including graves of 47 known war veterans from various conflicts, including the Civil War, WWI, WWII, Korean, and Vietnam wars.

C. The Bingham Cemetery Board, which Partner established and oversees under Chapter 2.38 of the Copperton Municipal Code, is responsible for managing the day-to-day operations of the Cemetery, including maintenance, financial oversight, and burial arrangements. The Donor intends to make a monetary contribution to support the acquisition of equipment necessary for Cemetery maintenance and the performance of burial services.

### AGREEMENT

In consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. This Agreement shall be in effect from the Effective Date as set forth above through December 31, 2026.

2. Funding and Payment.

(a) Subject to the terms and conditions of this Agreement, the Donor hereby commits to give a financial contribution in the amount of US\$50,000.00 (Fifty Thousand dollars and zero cents) (the “Funding”) for the purchase of equipment to complete maintenance and burials at the Cemetery (the “Purpose”). The Funding shall be used solely for the Purpose and shall be used consistent with the obligations described in Section 5 (Business Integrity Obligations). The Funding shall become the

property of Partner in accordance with the terms of this Agreement and does not constitute a gift to any of Partner's officers or agents in accordance with Section 2.07.100.K of the Copperton Municipal Code.

(b) Following the execution of this Agreement, Partner shall submit an invoice for the Funding and the payment shall be paid to Partner's ordinary business bank account within 45 days following the end of the month in which the invoice is received by the Donor. Payments shall be paid by Donor to Partner via check, electronic funds transfer, or other methods acceptable to Donor and Partner.

3. Donor Benefits. In consideration of the Funding, Partner hereby commits to provide:

(a) Acknowledgement of Donor's financial contribution in external communication.

4. Mutual Representations and Warranties. Each Party hereto represents and warrants to the other:

(a) The warranting Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation; and

(b) The warranting Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of such Party, enforceable in accordance with its terms and conditions.

5. Business Integrity and Standards

(a) For purposes of this section, the following definitions shall apply:

- i. **"Business Integrity Laws"** means all applicable laws, rules, regulations or other legally binding measures of any jurisdiction, including but not limited to the United Kingdom, the United States of America, and Australia, that relate to the prevention of bribery, corruption, money laundering, dealings with the proceeds of crime, the facilitation of tax evasion or fraud, including without limitation the Bribery Act 2010, the U.S. Foreign Corrupt Practices Act of 1977, Division 70 of the Schedule to the Criminal Code Act (Cth) (Bribery of Foreign Public Officials) of Australia (as amended), national and international laws enacted to implement the OECD Convention Combating Bribery of Foreign Officials, and other similar laws and regulations.
- ii. **"Business Integrity Policies"** means the Donor's code of conduct, The Way We Work, and Business Integrity Standard, each of which is available online at <https://www.riotinto.com/sustainability/policies>, as updated from time to time.
- iii. **"Government Agency"** means any government or governmental, semi-governmental, regulatory, administrative, municipal, fiscal or judicial body, department, commission, authority, tribunal, agency or entity, including state-

owned entity.

- iv. **“Government Official”** means (i) any person deemed to be a public officer or public official under applicable laws; (ii) any officer or employee of any Government Agency, or any person acting in an official capacity on behalf of any such Government Agency; (iii) any officer, employee or official of a political party; (iv) any candidate for political office; (v) any officer or employee of a public international organization (including but not limited to the United Nations, IMF or World Bank); (vi) any individual who holds or performs the duties of an appointment, office or position created by custom or convention, including members of royal families and tribal leaders; (vii) a person who is, or holds themselves out to be, an authorized intermediary of any person falling within (i) to (vi) above; or (viii) any person who is a relative of any person falling within (i) to (vi) above.
- v. **“Prohibited Activity”** shall mean (i) using funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political or terrorist activity; (ii) directly or indirectly making, offering, accepting or authorizing, any unlawful payment or anything of value (including any bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment), to any person (whether Government Official or otherwise); (iii) directly or indirectly making, offering, accepting or authorizing the transfer of anything of value to any person for the purpose of gaining an improper business advantage or encouraging the recipient to violate the policies of his or her employer or to breach an obligation of good faith or loyalty; (iv) directly or indirectly making, offering, accepting or authorizing the transfer of anything of value or other advantage to any person knowing or believing that the acceptance or receipt by that person of the advantage would itself be improper, (v) directly or indirectly making, offering, accepting or authorizing the transfer of anything of value or other advantage to a Government Official with the intention of influencing that Government Official in the performance of his or her public function, or (vi) other violation of applicable laws.

(b) Donor’s Business Standards. Partner agrees that it will, at its cost, comply with, and ensure its personnel comply with, all Business Integrity Laws and Business Integrity Policies. Partner shall report to Donor all actual, alleged or suspected non-compliance with the requirements of the Business Integrity Laws and Business Integrity Policies and cooperate promptly and fully with Donor in any investigation of an alleged or suspected breach.

(c) Compliance with Business Integrity Requirements. Partner represents warrants and covenants that:

- i. it has not undertaken, and will not undertake, any Prohibited Activity in connection with or in furtherance of the Funding or this Agreement;
- ii. it is not subject to any contractual, legal or other restriction imposed by its own or any other organisation’s rules or regulations or otherwise which would

prevent or impede it from accepting the Funding or meeting its obligations in connection with this Agreement;

- iii. no person other than Partner (whether a Government Official, private individual, enterprise or otherwise) will be a beneficiary of, or have a right or ability to share directly or indirectly in any Funding made pursuant to this Agreement;
- iv. no person (whether a Government Official, private individual, enterprise or otherwise) has approached Partner for the purpose of any Prohibited Activity in connection with or furtherance of this Agreement;
- v. it shall promptly and in any event within seven (7) business days report to Donor any request or demand for any undue or suspicious financial or other advantage of any kind received in connection with the performance of this Agreement;
- vi. it has not been the subject of any formal investigation, proceedings, conviction or written notice relating to compliance with applicable Business Integrity Laws and to Partner's knowledge, there are no circumstances which could lead to such;
- vii. it shall not do, or omit to do, any act which would cause Donor to be in breach of applicable Business Integrity Laws;
- viii. it shall use the Funding strictly for the intended Purpose;
- ix. it shall promptly notify Donor if, at any time during the Term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations and warranties set out in this Agreement, and the provisions of this Section 5 shall survive the expiration or termination of this Agreement;
- x. it has not offered, paid, promised to pay, authorized the payment of or transferred money or anything of value to any person (including a public official or private individual or enterprise) to secure any improper advantage or benefit in relation to the matters contemplated by this Agreement, either directly or indirectly through a third party; and
- xi. it shall promptly and in any event within seven (7) business days report to Donor all actual, alleged or suspected non-compliance with the requirements of the Business Integrity Laws and Business Integrity Policies and cooperate promptly and fully with Donor in any investigation of an alleged or suspected breach. If Donor determines in its sole discretion that there has been such a breach or that Partner has taken any action that would create a material risk of liability for Donor, it may treat the breach as an event of default and shall exercise any rights it may have under this Agreement upon the occurrence of an event of default, but without regard to any waiting periods or cure periods

specified in this Agreement.

(d) Notification Obligations and Cooperation. Partner shall immediately notify Donor if any person approaches Partner for the purpose of any bribery or other corrupt activity concerning this Agreement. Partner must, on request by Donor, confirm in writing that it has complied with its obligations under this Section 5 and provide any information reasonably requested by Donor in support of such compliance. Donor may monitor and audit Partner's compliance with the Business Integrity Laws and Business Integrity Policies. Partner will give all necessary assistance to the conduct of such audit during the Term of this Agreement and for period of three years after termination.

(e) Records and Audits. Partner represents and warrants that Partner's accounting books and records are accurate and have been, and will be, kept in compliance with applicable laws. Partner shall keep separate, accurate and up-to-date accounts and records of its receipt and expenditure of the Funding. Partner shall keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Funding for a period of six (6) years from the date of receipt of the Funding. Donor shall have the right to review, at Donor's reasonable request, Partner's accounts and records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records. Partner shall provide Donor and its auditors and professional advisors (as the case may be) with all reasonable co-operation, access and assistance in relation to any request carried out in accordance with this Agreement. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

(f) Termination. Breach of this Section 5 shall be deemed a material breach entitling Donor to terminate this Agreement and Donor shall have the right to recover the Funding in full.

6. Conditions to Donor's Performance. Donor will not be obligated to continue to perform under this Agreement unless, at the time in question, Partner is in substantial compliance with its representations, warranties and covenants hereunder. If Partner is not in substantial compliance, Donor shall provide Partner with written notice of such breach in the manner set forth herein and thereafter, Donor's obligations hereunder shall be suspended until such noncompliance has been cured by Partner. If the noncompliance is not cured within a reasonable time of such notice, or, in any event, continues for more than six months, Donor may declare a default under this Agreement and seek monetary damages, specific performance or may exercise or enforce any or all of the rights and remedies provided at law or in equity.

7. Miscellaneous Provisions.

(a) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(b) Entire Agreement. The recitals set forth above are incorporated into this Agreement by this reference. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(c) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other; provided, however, that Donor may (i) assign any or all of its rights and interests hereunder to one or more of its affiliates, parents, or subsidiaries and (ii) designate one or more of its affiliates, parents, or subsidiaries to perform its obligations hereunder.

(d) Costs of Legal Proceedings. In the event that either Party institutes legal proceedings with respect to this Agreement or the transactions contemplated hereby, each Party shall be responsible for its own costs and expenses incurred in connection with such legal proceedings, including, without limitation, any and all attorneys' fees.

(e) Cooperation and Further Assurances. Each of the Parties shall reasonably cooperate with one another and shall execute and deliver such further and additional documents and take such other actions that the other Party may reasonably request to effect further and more completely the transactions herein contemplated.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(g) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) Construction of Agreement. This Agreement is the result of negotiations between the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. The Parties hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

(i) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be given by (i) personal delivery, (ii) established overnight courier service (charges prepaid), or (iii) certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Partner:  
Greater Salt Lake Municipal Service District  
Attn: Stewart Okobia  
PO Box 147700  
Salt Lake City, UT 84114-7700  
Email: [sokobia@msd.utah.gov](mailto:sokobia@msd.utah.gov)

Copy to:  
Town of Copperton  
Attn: Sean Clayton, Mayor  
PO Box 147700  
Salt Lake City, UT 84114-7700  
Email: [sclayton@copperton.utah.gov](mailto:sclayton@copperton.utah.gov)

If to Donor:  
Kennecott Utah Copper LLC  
4700 Daybreak Parkway  
South Jordan City, Utah 84009  
Attention: Ryan Perry  
Email: [ryan.perry@riotinto.com](mailto:ryan.perry@riotinto.com)

Copy to:  
Rio Tinto Legal  
4700 Daybreak Parkway  
South Jordan City, Utah 84009  
Attn: Jeff Armington  
Email: [jeff.armington@riotinto.com](mailto:jeff.armington@riotinto.com)

Such communications may also be given by electronic mail, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon the receipt, or upon attempted delivery thereof if the delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means of accomplishing delivery. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(j) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah.

(k) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation, or breach of warranty or covenant.

(l) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(m) Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, floods, storm, epidemics, quarantine restrictions, explosions, earthquakes, acts of God, acts of terrorism, war, governmental action, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, or any other force majeure event that is beyond the reasonable control of such Party or a supplier or contractor of such Party (each, a "Force Majeure Event"). Each Party will use reasonable good faith efforts to

notify the other Party of any such Force Majeure Event promptly following its becoming aware of the Force Majeure Event.

(n) Relationship of the Parties. The relationship of the Parties under this document is not one of partnership, joint venture, employment or agency and nothing in this Agreement is to be treated as constituting or shall be construed to constitute a Party as the partner, agent, joint venturer, employee or legal representative of the other Party for any purpose.

IN WITNESS WHEREOF, Donor and Partner have executed this Funding Agreement to be effective as of the Effective Date.

KENNECOTT UTAH COPPER LLC,  
a Utah limited liability company

TOWN OF COPPERTON  
a Utah municipality

By: \_\_\_\_\_

Print Name: Cassady Kristensen

Title: General Manager, HSESC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Sean Clayton

Title: Mayor, Town of Copperton

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: Dian Baun

Title: Copperton Town Clerk

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Approved as to form by KUC Legal