SAHAM Assurance Rwanda Ltd

Immeuble Centenary House, Place de la Constitution,
BP. 3869
Kigali-Rwanda

GROUP PERSONAL ACCIDENT/EMPLOYER’S LIABILITY INSURANCE POLICY

Policy N° 2004/8220000016

Client: CGCOC  JWHC JV
PREAMBLE

Whereas the Insured named in the Schedule has applied to SAHAM Assurance Rwanda Ltd, hereinafter called the “Insurer”, and has paid the premium stated in the Schedule as consideration for the indemnity hereinafter contained.

Now this Policy Witnesses that subject to “WORKMEN COMPENSATION INSURANCE POLICY - GENERAL POLICY WORDINGS” and Conditions contained herein or endorsed hereon SAHAM Assurance Rwanda Ltd undertakes To Indemnify the insured against his liability under the contract employment to pay medical expenses and compensation including cost in respect of death or bodily injury by accident or through traditional disease caused during the period of insurance to any employee by the insured in work connected with the Insured's trade as stated in the policy and as more fully described in the Policy.

Provided always that due observance and fulfillment of the conditions contained in the Schedule, the General Conditions and the Endorsements, which conditions are to be read as part of this Policy, shall so far as the nature of them respectively will permit be deemed to be conditions precedent to any liability of SAHAM Assurance Rwanda Ltd under this Policy.
# POLICY SCHEDULE

| POLICY : 2004/8220000016 | SOUBSCRIBER : CGCOC & JWCH JV Kigali - Rwanda | INTERMEDIARY :
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>CATEGORY: PERSONAL ACCIDENTS &amp; EMPLOYER’S LIABILITY INSURANCE</td>
<td>NET PRREMIUM</td>
<td>ADMINISTRATIVE FEES</td>
</tr>
<tr>
<td>PERIOD OF COVER: 27/04/2017 au -26/04/2018</td>
<td>27 133 750</td>
<td>10 000</td>
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**LOCATION:** KAGERA RIVER, AT THE JUNCTION OF RWANDA AND TANZANIA BORDER

**DURATION OF THE CONTRACT:** ONE YEAR (01) RENEWABLE

## INSURED PERSONS AND VALIDITY OF COVER

This policy covers **500 Permanent or Causal workers of the insured (Local and Chinese workers).** The cover provided is valid at the site work and during working hours only. They remain covered on the way to/ from home - workplace and vice versa. The territorial cover shall be extended not far than 20Km from the border on both side in Rwanda and in Tanzania.

## COVER/LIMIT OF GUARANTEES

In case of claim, the liability of **SAHAM Assurance Rwanda Ltd** cannot exceed the limit here affect fixed:

### A. Personal Accidents:
- Accidental Death : 36 months’ salary (Maximum –USD 2 580) per victim
- Total Permanent Disability : 48 months’ salary (Maximum –USD 3 440) per victim
- Partial Permanent Disablement : 48 months’ salary multiplies the percentages set forth in the indemnity scale in respect of the injured part and the extent of the injury (Maximum –USD 3 440) per victim
B. **Employer’s Legal Liability:**

- Bodily injury and/or material damage: Equivalent in Rwandan Francs of USD 500 000 for any one claim and in the annual aggregate.

**DEDUCTIBLE:** First 5 Days for Temporary Disablement

**PREMIUM PAYABLE**

The total premium indicated above is payable at the inception date.

**PERIOD OF INSURANCE**

This contract valid for a period of 12 months starting from **27/04/2017 to 26/04/2018** at the expiry date, the contract may be renewed or extended upon the mutual consent between the two parties.

**SPECIAL CLAUSES**

- Accumulation - Unlimited
- Drugs Exclusion not to apply where drugs are administered by a medical practitioner
- Payment on account
- Motorcycling Clause – up to 100 cc
- Political Risks Exclusion
- Terrorism Exclusion
- Automatic Cover for New Employees (90 Days reporting period)
- Emergency Transportation Clause (Limit: USD 15,000 per person any one accident)
- Extended to cover Domestic Business Trip
- Extended to cover Employees whilst to and from work
- Meal and Lunch Clause
- 30 Days Notice of Cancellation by insurer (Immediate Notice of Cancellation by Insured)
- Premium Adjustment Upon Expiry Clause (Mm. Premium 50% of Deposit Premium)
- Social & Recreational Activities Clause
- Extension of Employer’s Legal Liability Against Employees (Limit: USD 500,000 any one accident & in aggregate)
- Extended to cover 24 Hours Personal Accident
- Waiver of subrogation
- Cross liability.
CONDITIONS PRECEDENT TO LIABILITY

The subscriber must always:

- Take reasonable measures of protection for its employees against injury or disease;
- Keep records daily of the employees at site;
- To report any accident to the nearest Rwanda National Police for official accident report
- To report any claim to the insurer within fifteen days after the insurer becomes aware of such claims

SETTLEMENT OF DISPUTES:
Any dispute or differences between the parties arising out of this Contract shall in the first instance be settled amicably by submitting such a dispute to a panel of senior representatives of the Parties to consider and resolve the Dispute. Each senior representative serving on such panel shall have full authority to settle the Dispute.

If the parties cannot settle the dispute amicably, the matter shall be referred to the competent jurisdiction of Rwanda

FINAL DISPOSITION

The parties agree that in case of a conflict between the terms of these Particular Conditions and General Policies Wordings, Particular Conditions shall prevail.

Done at Kigali on 27 March 2017

For the Policyholder For SAHAM Assurance Rwanda Ltd
GROUP PERSONAL ACCIDENTS INSURANCE POLICY

WHEREAS the Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and it is deemed to be incorporated herein has applied to the Company for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

NOW THIS POLICY WITNESSES that if at any time during the Period of Insurance any employee in the Insured's service shall sustain personal injury by accident or disease arising out of and in the course of his employment by the Insured in the Business and if the Insured shall be liable to pay compensation for such injury under Workers Compensation Act, or any Law(s) specified in the Schedule, then subject to the terms exceptions and conditions contained herein or endorsed hereon the Company will indemnify the Insured against all sums for which the Insured shall be so liable and will in addition be responsible for all the costs and expenses incurred with its consent in defending any claim for such compensation.

PROVIDED ALWAYS that in the event of any change in the Worker's Compensation Law(s) specified in the Schedule or the substitution of other legislation thereof for this Policy shall remain in force but the liability of the Company shall be limited to such sums as the Company would have been liable to pay if such Worker's Compensation Law(s) had remained unaltered.

THE COMPANY WILL also in the event of the death of any employee in the Insured's immediate service Indemnify the employee's legal personal representatives in the terms of this Policy in respect of liability incurred by the Insured provided that such personal representatives shall as though they were Insured, observe, fulfill and be subject to the terms, exceptions and conditions of this Policy insofar as they can apply.

DEFINITIONS

(a) "Annual Earnings" mean the basic salary inclusive of all extra remuneration as awarded under the Additional Remuneration Act or similar legislation plus thirteenth month bonus, if any, earned by the Insured person solely from the Insured during the period of insurance and as such excludes overtime and any other allowances.

(b) Provided that, for the purpose of claims settlement, "Annual Earnings" shall mean the basic monthly salary inclusive of all extra remuneration awarded under the Additional Remuneration Act or Similar Legislation for the last twelve months prior to date of accidental Bodily Injury plus thirteenth month bonus, if any, but excluding overtime and any other allowances.

(c) "Bodily Injury" means bodily injury fatal or non fatal or blindness resulting solely and directly from accident caused by violent accidental external and visible means which shall directly and independently of any other cause, except illness directly resulting from medical or surgical treatment rendered necessary by such injury, result in Death or Disablement.

(d) "Permanent Total Disablement" means disablement which entirely prevents the Insured Person from attending to any business or occupation (of any and every kind) and which lasts 24 calendar months and at the expiry of the period is beyond hope of improvement or anyone of the impairment described under the heading Total and Permanent Disablement in the Schedule of Benefit Entitlement.

(e) "Permanent Partial Disablement" means disablement resulting from Bodily Injury as described under the heading Permanent Partial Disablement in the Schedule of Benefit Entitlement.

(f) "Temporary Total Disablement" means disablement which entirely prevents the Insured Person from attending to his business or occupation (of any and every kind) or if he has no business or occupation, from attending to his usual duties.
(g) "Medical Expenses" means the medical expenses (including operation fees, cost of medicine, surgical appliances, hospital or nursing home charges and ambulance charges but excluding other travelling expenses) necessarily incurred and expended in connection with any injury by accident within the meaning of the Policy subject, if the Company so requires, to the Medical Attendant's detailed account being submitted to and approved by the Company.

(h) Word in the masculine gender shall include the feminine.

**SCALE OF PERMANENT DISABILITIES**

<table>
<thead>
<tr>
<th>Right</th>
<th>Left</th>
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<tbody>
<tr>
<td>Total loss of the arm or hand</td>
<td>60%</td>
</tr>
<tr>
<td>Loss of total movement of the shoulder</td>
<td>30%</td>
</tr>
<tr>
<td>Loss of total movement of the elbow</td>
<td>25%</td>
</tr>
<tr>
<td>Loss of total movement of the wrist</td>
<td>20%</td>
</tr>
<tr>
<td>Total loss of the thumb and forefinger</td>
<td>30%</td>
</tr>
<tr>
<td>Total loss of the thumb and other finger other than the forefinger</td>
<td>25%</td>
</tr>
<tr>
<td>Total loss forefinger and one finger other than the thumb</td>
<td>20%</td>
</tr>
<tr>
<td>Total loss of three fingers other than the thumb and forefinger</td>
<td>25%</td>
</tr>
<tr>
<td>Total loss of the thumb only</td>
<td>20%</td>
</tr>
<tr>
<td>Total loss of the forefinger only</td>
<td>12%</td>
</tr>
<tr>
<td>Total loss of the middle finger only</td>
<td>8%</td>
</tr>
<tr>
<td>Total loss of the ring finger only</td>
<td>7%</td>
</tr>
<tr>
<td>Total Loss little finger only</td>
<td>5%</td>
</tr>
<tr>
<td>Total loss of the lower limb above the knee</td>
<td>60%</td>
</tr>
<tr>
<td>Total loss of the lower limb below the knee</td>
<td>40%</td>
</tr>
<tr>
<td>Amputation of the foot with all toes</td>
<td>25%</td>
</tr>
<tr>
<td>Total loss of the movement of the hip</td>
<td>40%</td>
</tr>
<tr>
<td>Total loss of the movement of the knee</td>
<td>25%</td>
</tr>
<tr>
<td>Total loss of the movement of instep</td>
<td>15%</td>
</tr>
<tr>
<td>Total loss of the toe</td>
<td>6%</td>
</tr>
<tr>
<td>Fracture not consolidated of a leg</td>
<td>30%</td>
</tr>
<tr>
<td>Fracture not consolidated of a foot</td>
<td>20%</td>
</tr>
<tr>
<td>Fracture not consolidated of a kneecap</td>
<td>20%</td>
</tr>
<tr>
<td>Shortening at least of 5 cm of the lower limb</td>
<td>15%</td>
</tr>
<tr>
<td>Total loss of an eye or reduction of 50% of the functioning of each of the both eyes</td>
<td>25%</td>
</tr>
<tr>
<td>Complete deafness</td>
<td>40%</td>
</tr>
<tr>
<td>Complete deafness of one ear</td>
<td>10%</td>
</tr>
<tr>
<td>Fracture not consolidated of lower maxilla</td>
<td>25%</td>
</tr>
<tr>
<td>Immobilization of a segment of the backbone with deviation causing a lot of pain</td>
<td>30%</td>
</tr>
<tr>
<td>Fracture of the rib with Deformation of the thorax Accompanied by the functional trouble</td>
<td>10%</td>
</tr>
</tbody>
</table>

If it is mentioned that the insured is left hander, the above rates will be invert.

**EXCEPTIONS**

The Company shall not be liable under this policy in respect of:

(i) any injury by accident or disease directly attributable to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power

(j) the Insured’s liability to employees of contractors to the Insured
(k) any employee who is not a "worker" within the meaning of the Worker's Compensation Law(s) specified in the Schedule.
(l) any liability of the insured which attaches by virtue of an agreement by which would not have attached in the absence of such agreement.
(m) any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.

CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.
2. Every notice or communication to be given or made under this Policy shall be delivered in writing the Company.
3. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations.
4. In the event of any occurrence, which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim will summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.
5. No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled so desires to take over and conduct in his name the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
6. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any Period of Insurance within one month from the expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
7. The Company may cancel this Policy by sending seven days notice by registered letter to the insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 6.
8. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of
such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recovered hereunder.

9. The due observance and fulfillment of the terms conditions and endorsements of this Policy so far as they relate to anything to be done or not be done by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

10. If any claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any means or devices are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.

JURISDICTION CLAUSE:

In case of dispute arising from the honoring, interpretation, the breach, termination or invalidity of the matter shall be settled amicably. In case no agreement is reached the matter shall then be referred to Rwanda courts with competent jurisdiction.