

1. INTRODUCTION

This Policy outlines the practices to be followed in the preparation and execution of all legally binding contracts to which Northern Star Resources Ltd or any of its subsidiaries (**Northern Star** or **Company**) is a party (**Contract**).

In this Policy the defined term "Contracts" includes (but is not limited to) documents which are named an agreement, formal agreement, deed, heads of agreement, letter agreement, letter of intent, binding term sheet, variation, assignment, extension, termination, engagement, lease, non-disclosure agreement. It also includes letter agreements which vary the Company's various standard Purchase Order Terms and Conditions of business.

For the purpose of this Policy, "Contracts" shall not include a contract which is formed using the Company's Purchase Order Standard Terms and Conditions (published on the Company's website) without any amendment (**PO Contract**), and the issue of a PO Contract incorporating those.

2. POLICY IN RELATION TO USE OF PO CONTRACTS

Northern Star's policy is that PO Contracts:

- a) are to be utilised where the expenditure is <\$2 million per annum unless the Chief Legal Officer & Company Secretary or Senior Legal Counsel and the Group Procurement Manager approves in writing the use of a PO Contract where expenditure >\$2 million, using a risk-based approach).
- b) do not require Supplier Screening (refer to the Contracts Procedure);
- c) do not require the Supply Contract Approval Request process to be followed in Nintex;
- d) do not require signing by either party;
- e) must satisfy the Purchasing Policy requirements, and
- f) must satisfy the Authority Limits Policy requirements.

3. POLICY APPLICABLE TO ALL CONTRACTS

Northern Star's policy is that all Contracts:

- a) Involving the Procurement department are the subject of a tender process unless the Group Procurement Manager approves in writing a Sole Source Justification
- b) are the subject of prior review by appropriate employees including subject matter experts and the legal department or external legal advisors;
- c) require Supplier Screening (refer to the Contracts Procedure);
- d) seek to lower the Company's risk where reasonably possible;
- e) must satisfy the Purchasing Policy requirements;
- f) must satisfy the Authority Limits Policy requirements,
- g) must satisfy the Contracts Procedure, and
- h) are approved for signing and are executed in accordance with paragraph 5 below.

4. CODE OF CONDUCT AND CONFLICTS OF INTEREST

The Board has adopted a Code of Conduct which requires employees to deal with the Company's suppliers and prospective suppliers with confidentiality, honesty, fairness and integrity and to observe the rule and spirit of the legal and regulatory environment in which the Company operates.

The Code of Conduct prohibits employees from involving themselves in situations where there is a real or perceived conflict of interest between them as individuals and the interest of the Company.

Common examples of real or apparent conflicts of interest which should be disclosed by an employee to their manager include:

- a) influencing business opportunities with actual or potential business associates or suppliers for personal gain or the benefit of family;

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- b) accepting significant benefits such as gifts or entertainment directly or indirectly that could create an obligation without authorisation;
- giving or taking bribes, kickbacks, gratuities or other benefits directly or indirectly that are not legitimately due or any other illegal payments for favourable treatment or as an inducement for doing business;
- holding significant investments directly or indirectly in actual or potential business associates or suppliers of Northern Star without disclosure; or
- jeopardising or influencing the results of tender activities.

Where there is a real or perceived conflict of interest for any employee involved in a tender process, subsequent approval chain or during the term of a Contract or PO Contract, the employee has an obligation to disclose any real or perceived conflict of interest to their manager and to the Company Secretary at compliance@nsrltd.com who shall determine their ongoing level of involvement in the tender/approval process/Contract management. The outcome of the manager and Company Secretary's decision shall be documented in writing (electronic communication will suffice) to the employee.

5. EXECUTION OF ALL CONTRACTS

5.1 Authorised signatories for Northern Star

Northern Star's Australian subsidiaries execute contracts and documents in accordance with Section 127(1) of the Corporations Act 2001 (Cth), which requires execution by any two Directors, or a Director and Company Secretary. The only exception is for employment contracts in relation to which the Northern Star Board has delegated authority to General Managers to execute on behalf of the relevant Northern Star employing company.

Northern Star's United States subsidiaries execute contracts and documents by:

- if the entity is a corporation (Inc) – any two directors or officers of the corporation;
- if the entity is a member-managed limited liability company (LLC) – any two Authorised Representatives. The Company Secretary can advise who the Authorised Representatives are.

5.2 Accepted signatories for contractors and suppliers

Counterparty signatures should be provided in accordance with section 127 of the Corporations Act 2001 for Australian entities. Where this is not possible, and for other entities, signatures by authorised representatives are accepted where evidence of authority is provided e.g. extract from Board minutes confirming the Board has delegated authority to the signatory to sign documents on behalf of the entity, or a copy of a power of attorney for example.

5.3 Approval for execution

All Contracts proposed to be signed by the Company must be submitted through the Nintex electronic Signing Request Form available on the Northern Star Intranet (e-Forms page) for review and if approved, signing on behalf of Northern Star. The Signing Approval Procedure details this. Electronic signatures are the norm unless the counterparty requests or the legal department advises that wet ink signatures should be used.

6. CONTRACT MANAGEMENT FOLLOWING EXECUTION OF THE CONTRACT

The Contracts Procedure details the requirements for initiating and managing performance of a Contract or PO Contract during its term.

Document Name	Document Number
Authority Limits Policy	NSR-FIN-021A-POL
Code of Conduct	NSR-COR-001-POL
Contracts Procedure	NSR-FIN-003-PRO
Formal Agreement Standard Terms and Conditions	NSR-FIN-026-STA
Standard Purchase Order Terms and Conditions for the Supply of Goods and Services	NSR-FIN-025-STA
Purchasing Policy	NSR-FIN-058-POL

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Signing Approval Procedure	NSR-FIN-035-PRO
Supplier Code of Conduct	NSR-COR-032-POL
Supply Contract Approval Request form	NSR-TEM-007-TEM

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