Newmont™

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For announcement to the ASX

5 May 2025

Newmont Corporation (NYSE: NEM, ASX: NEM, TSX: NGT, PNGX: NEM) filed the attached **Executive Promotion and AGM Voting Results** Update on Form 8-K with the United States Securities and Exchange Commission ("SEC") on Friday, 2 May 2025 U.S. Eastern Daylight Time.

A copy of the report can be found on Newmont's website at Newmont Corporation - Investors - Reports & Filings.

The Form 8-K can also be found on the SEC EDGAR site at EDGAR – (sec.gov) .

Authorised for release by Logan Hennessey – Group Head, Company Secretary

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About Newmont

Newmont is the world's leading gold company and a producer of copper, zinc, lead, and silver. The Company's world-class portfolio of assets, prospects, and talent is anchored in favorable mining jurisdictions in Africa, Australia, Latin America & Caribbean, North America, and Papua New Guinea. Newmont is the only gold producer listed in the S&P 500 Index and is widely recognized for its principled environmental, social, and governance practices. Newmont is an industry leader in value creation, supported by robust safety standards, superior execution, and technical expertise. Founded in 1921, the Company has been publicly traded since 1925.

At Newmont, our purpose is to create value and improve lives through sustainable and responsible mining. To learn more about Newmont's sustainability strategy and initiatives, go to Newmont.com.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):
April 29, 2025

Newmont Corporation

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-31240
(Commission File Number)

84-1611629
(I.R.S. Employer Identification No.)

6900 E. Layton Avenue, Denver, CO 80237
(Address of principal executive offices) (zip code)

(303) 863-7414
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common stock, par value $1.60 per share	NEM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Executive Promotion

On May 2, 2025, Newmont Corporation, a Delaware Corporation ("Newmont" or the "Company"), announced that Natascha Viljoen has been promoted to the role of President and Chief Operating Officer, effective as of May 1, 2025. Ms. Viljoen continues to report directly to Tom Palmer, Chief Executive Officer, and will lead the Company's global operations, projects and studies, and health, safety and security and environment teams. This promotion is a recognition of Ms. Viljoen's strong leadership as Chief Operating Officer since 2023 and is consistent with Newmont's approach to leadership development. Ms. Viljoen, age 55, joined Newmont's Executive Leadership Team in October 2023 as Executive Vice President and Chief Operating Officer. Ms. Viljoen has worked in the industry for more than 30 years. Prior to joining Newmont, Ms. Viljoen served as Chief Executive Officer of Anglo American's platinum business in South Africa since 2020, having previously held a series of operating and technical positions within the organization, including as Group Head of Processing. Prior to joining Anglo American, she spent six years at Lonmin, where she was a member of the Executive Committee as Executive Vice President, Processing, also with responsibility for several wider corporate functions. Natascha is a metallurgic engineer and holds a Bachelor of Engineering from North West University in South Africa and an Executive MBA from the University of Cape Town, South Africa.

In the President and Chief Operating Officer position with the Company, Ms. Viljoen will have a base salary of $1,000,000 and be eligible for an annual short-term incentive (cash bonus with a target of 115% of base salary) in accordance with the Newmont Section 16 Officer Short-Term Incentive Plan at Level 6. Ms. Viljoen is also eligible for long-term equity bonus incentives, including both Performance Stock Units ("PSUs") at target level of $2.57 million and Restricted Stock Units ("RSUs") at target level of $1.28 million. The PSU and RSU awards will be delivered according to the terms of the Newmont Section 16 Long-Term Incentive Plan. Ms. Viljoen will continue to be eligible for other executive benefits as described in the Company's Annual Proxy Statement including the Executive Change of Control Plan and the Newmont Section 16 Officer Severance Plan benefits. In recognition of her promotion and expanded scope, she will also be awarded a one-time RSU grant of $635,000. The related RSU award agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K.

There is no other arrangement or understanding between Ms. Viljoen and any other persons pursuant to which she will be appointed as the President and Chief Operating Officer of the Company. Ms. Viljoen does not have a family relationship with any member of the Board of Directors or any executive officer of the Company, and Ms. Viljoen has not been a participant or had any interest in any transaction with the Company that is reportable under Item 404(a) of Regulation S-K.

The news release announcing Ms. Viljoen's appointment has been furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Short-Term Incentive Plan

On April 29, 2025, the Leadership Development and Compensation Committee of the Board of Directors of the Company approved the Newmont Section 16 Officer Short-Term Incentive Plan (the "2025 STIP"), to provide the terms of annual bonus opportunities to be granted to the Company's Section 16 officers. The purposes of the 2025 STIP are to maintain a competitive level of total cash compensation and to align the interests of the Company's Section 16 officers with those of the Company's shareholders and with the strategic objectives of the Company.

The terms of the 2025 STIP are substantially the same as the terms of the 2024 Short-Term Incentive Plan; however, the performance measures on which awards under the Company's 2020 Stock Incentive Compensation Plan will be granted differ from those in prior year, and include the addition of a Focusing on Our Culture metric. The metrics are found in the Appendix to the 2025 STIP, and include financial metrics and sustainability metrics.

The foregoing description of the 2025 STIP is qualified in its entirety by reference to the form of Newmont Corporation Short-Term Incentive Plan, which is filed as Exhibit 10.2 to the Current Report on Form 8-K filed and incorporated herein by reference.

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Director Award Agreement

Additionally, as described in Newmont's 2025 Proxy Statement, in connection with the election of directors, each non-employee Director receives $180,000 of common stock or director stock units ("DSUs") each year. The fair market value is determined on the first business day following election by the Board or re-election at the Company's Annual Meeting, or as soon as administratively possible. The DSUs represent the right to receive shares of common stock and are immediately fully vested and non-forfeitable. Upon retirement from the Board of Directors, the holder of DSUs is entitled to receive one share of common stock for each DSU. The form of 2025 global director restricted unit award agreement under the Company's 2020 Stock Incentive Compensation Plan pursuant to which DSUs are awarded is included as Exhibit 10.3 hereto and incorporated by reference herein.

Information regarding the election of directors at the 2025 Annual Meeting of Stockholders can be found in Item 5.07 below.

Item 5.07 Submission of Matters to a Vote of Security Holders

On April 30, 2025, Newmont held its 2025 Annual Meeting of Stockholders. The following matters were voted upon at the Annual Meeting: (1) the election of Directors; (2) the approval of the advisory resolution on executive compensation; and (3) ratification of the appointment of Ernst & Young LLP as the Company's independent registered public accounting firm for 2025.

All matters voted on at the Annual Meeting were approved. Abstentions are counted in tabulations of the votes cast on proposals presented to stockholders (except with respect to the Election of Directors, where abstentions are excluded). The voting results were as follows:

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Proposal #1 – Election of Directors

Directors	Votes For	% of votes cast	Withheld Votes	% of votes cast	Abstentions	Broker Non-Votes
Gregory H. Boyce	677,959,158	87.69	95,172,649	12.31	7,066,868	73,812,415
Bruce R. Brook	725,519,693	95.00	38,175,641	5.00	16,503,341	73,812,415
Maura J. Clark	773,298,728	99.55	3,518,645	0.45	3,381,302	73,812,415
Harry M. Conger	772,804,323	99.48	4,030,486	0.52	3,363,866	73,812,415
Emma FitzGerald	773,268,652	99.54	3,556,127	0.46	3,373,896	73,812,415
Sally-Anne Layman	759,785,150	97.82	16,935,650	2.18	3,477,875	73,812,415
José Manuel Madero	772,241,976	99.42	4,533,132	0.58	3,423,567	73,812,415
René Médori	771,342,323	99.30	5,424,779	0.70	3,431,573	73,812,415
Jane Nelson	748,910,599	97.93	15,861,614	2.07	15,426,462	73,812,415
Tom Palmer	771,826,414	99.35	5,013,154	0.65	3,359,107	73,812,415
Julio M. Quintana	754,280,261	97.26	21,216,814	2.74	4,701,600	73,812,415
David T. Seaton	772,613,110	99.47	4,127,355	0.53	3,458,210	73,812,415

Proposal #2 – Approval of the Advisory Resolution on Executive Compensation

		% of Votes Cast on the Proposal
Votes For	680,609,984	87.24
Votes Against	97,233,491	12.46
Abstentions	2,355,200	0.30
Broker Non-Votes	73,812,415	

Proposal #3 - Ratification of Independent Registered Public Accounting Firm

		% of Votes Cast at the Annual Meeting
Votes For	835,607,742	97.85
Votes Against	17,322,884	2.02
Abstentions	1,080,464	0.13

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ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit Number	Description of Exhibit
10.1	2025 Restricted Stock Unit Agreement for supplemental restricted stock unit award to Natascha Viljoen, dated May 1, 2025, filed herewith.
10.2	2025 Newmont Section 16 Officer Short-Term Incentive Plan, filed herewith.
10.3	2025 Global Director Restricted Stock Unit Award Agreement, filed herewith.
99.1	News Release, dated May 2, 2025.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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SIGNATURE

Pursuant to the requirements of the Securities and Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

By: /s/ Logan Hennessey
Name: Logan Hennessey
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

Dated: May 2, 2025

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Exhibit 10.1

NEWMONT CORPORATION
2020 STOCK INCENTIVE COMPENSATION PLAN
2025 RESTRICTED STOCK UNIT AGREEMENT

This 2025 Restricted Stock Unit Agreement, including any country-specific terms and conditions set forth in any appendix hereto (the "Agreement"), dated May 1, 2025, is made between Newmont Corporation ("Newmont") and Natascha Viljoen ("Employee") as specified in their Grant Summary and Grant Acknowledgment (collectively, the "Grant Acknowledgment"). The Grant Acknowledgment is set forth on the Fidelity online employee portal.

The Grant Acknowledgment is incorporated by reference herein. This Agreement shall be deemed executed by the Employee upon their electronic execution of the Grant Acknowledgment. All capitalized terms that are not defined herein shall have the meaning as defined in the Newmont Corporation 2020 Stock Incentive Compensation Plan ("Plan").

1. ***Award of Restricted Stock Units***. Newmont hereby grants to Employee the vest in the number of Restricted Stock Units (the "RSUs") specified herein and/or in the Grant Acknowledgment, pursuant to the terms and subject to the conditions and restrictions set forth in this Agreement and the Plan. Each RSU granted represents an unfunded right to receive one share of Newmont Common Stock, subject to the conditions and restrictions set forth in this Agreement and the Plan.

2. ***Vesting Period***. The RSUs will vest in accordance with the vesting schedule set forth below, provided Employee remains employed by Newmont or one of its Subsidiaries through the applicable vesting date, or unless otherwise provided in this Agreement:

February 24, 2026 *[insert number of shares]*

February 24, 2027 *[insert number of shares]*

February 24, 2028 *[insert number of shares]*

3. ***Termination***. Notwithstanding Section 2 above, the RSUs will vest as stated below in the following specific circumstances:

A. ***Termination of Employment for death, disability, and following change of control***. If (i) Employee dies, or (ii) Employee's employment with Newmont or any Subsidiary terminates by reason of (a) disability (as determined under the terms of any applicable long-term disability plan of Newmont), or (b) termination of employment entitling Employee to benefits under the Executive Change of Control Plan of Newmont or the Change of Control Plan of Newmont, the outstanding RSUs subject to this Agreement shall become fully vested and nonforfeitable, as of the date of Employee's death or termination of employment.

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B. ***Termination of Employment under a Severance Plan of Newmont.*** If Employee terminates employment with Newmont or any Subsidiary and receives, after execution (and non-revocation, if applicable) of a waiver and release agreement: (i) severance benefits under the Severance Plan for Salaried Employees of Newmont or the Severance Plan for Section 16 Officers of Newmont (collectively "Severance Plans"), or; (ii) separation benefits for any involuntary termination, other than an involuntary termination for Cause or that could have been for Cause (as defined in Section 2(h) of the Plan), for Employees not eligible for benefits under either of the Severance Plans; a pro-rata percentage of the RSUs will vest as of the date of Employee's employment termination in accordance with the following formula, and the remaining RSUs will be forfeited:

$$\text{RSUs vested} = \left[\text{Total RSUs Covered by This Agreement} \times \frac{\text{Days Elapsed From Date of Grant to Date of Termination of Employment}}{1029} \right] - \text{Prior Vestings}$$

If Employee is entitled to severance or separation benefits as contemplated in clauses (i) or (ii) above in this Section 3.B, and is also retirement eligible as defined in Section 3.C below, the RSUs shall vest in accordance with Section 3.C. below and not this Section 3.B.

C. ***Retirement***. Under this Agreement, the definition of Retirement means: (1) at least age 55; (2) at least 5 years of continuous employment with Newmont and/or any Subsidiary; and (3) a total of at least 65 when adding age plus years of continuous employment. This definition may differ from the definition of retirement in other benefits plans, such as pension plans of Newmont, and this definition shall not alter those definitions. If an Employee meets this definition of Retirement, the RSUs shall vest as follows:

(i) If Employee retires within 365 days from the date of grant, a pro-rata percentage of the RSUs will vest as of the date of Employee's employment termination in accordance with the following formula, and the remaining RSUs will be forfeited:

$$\text{RSUs vested} = \left[\text{Total RSUs Covered by This Agreement} \times \frac{\text{Days Elapsed From Date of Grant to Date of Termination of Employment}}{1029} \right]$$

(ii) If Employee retires more than 365 days after the date of grant, the RSUs will continue to vest in accordance with the schedule set forth in Section 2 above, despite separation of employment.

D. ***Other Terminations***. If Employee terminates employment with Newmont or any Subsidiary under circumstances other than those set forth above in Sections 3.A through 3.C, Employee agrees that any unvested RSUs will be immediately and unconditionally forfeited without any action required by Employee or Newmont as of the date of such termination of employment.

E. ***Discretion to Apply Termination Vesting Provisions***. Notwithstanding the provisions in this Section 3, if Newmont determines that any provision in this Section 3 may be found to be unlawful, discriminatory or against public policy in any relevant jurisdiction, then Newmont, in its sole discretion, may choose not to apply such provision to the RSUs.

4. ***No Ownership Rights Prior to Issuance of Common Stock***. Employee shall not have any rights as a stockholder of Newmont with respect to the shares of Common Stock underlying the RSUs, including but not limited to the right to vote with respect to such shares of Common Stock, until and after the shares of Common Stock have been issued to Employee and transferred on the books and records of Newmont; *provided*, *however*, at the time that the Shares are delivered to Employee in settlement of the vested RSUs, Newmont shall make a cash payment to Employee equal to any dividends paid with respect to shares of Common Stock underlying such RSUs from the date of grant of the RSUs until the date such RSUs vest, minus any applicable Tax-Related Items (as defined in Section 5 below).

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5. ***Withholding Taxes***. Employee acknowledges that, regardless of any action taken by Newmont or, if different, their employer (the "Employer"), the ultimate liability for all income tax, social insurance, payroll tax, fringe benefits tax, payment on account or other tax-related items related to Employee's participation in the Plan and legally applicable or deemed by Newmont or the Employer, in its discretion, to be an appropriate charge to Employee even if legally applicable to Newmont or the Employer ("Tax-Related Items") is and remains Employee's responsibility and may exceed the amount actually withheld by Newmont or the Employer. Employee further acknowledges that Newmont and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of shares of Common Stock acquired pursuant to such settlement and the receipt of any dividends and/or any dividend equivalents; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Employee's liability for Tax-Related Items or achieve any particular tax result. Further, if Employee is subject to Tax-Related Items in more than one jurisdiction, they acknowledge that Newmont and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Employee agrees to make adequate arrangements satisfactory to Newmont and/or the Employer to satisfy all Tax-Related Items.

In this regard, Employee authorizes Newmont or its agent to satisfy any applicable withholding obligations with regard to all Tax-Related Items (including, for the avoidance of doubt, U.S. Federal Insurance Contribution Act taxes or other tax-related items that become payable in a year prior to the year in which shares of Common Stock are issued upon settlement of the RSUs and on a date when Employee is in the employ of Employer) by withholding a number of whole shares of Common Stock to be issued upon settlement of the RSUs. If Newmont determines in its discretion that withholding in shares of Common Stock is not permissible or advisable under applicable local law or due to adverse accounting consequences, Newmont may satisfy its obligations for Tax-Related Items by one or a combination of the following:

(a) withholding from Employee's wages or other cash compensation paid to Employee by Newmont and/or the Employer;

(b) withholding from proceeds of the sale of shares of Common Stock acquired upon vesting/settlement of the RSUs either through a voluntary sale or through a mandatory sale arranged Newmont (on Employee's behalf pursuant to this authorization); or

(c) any other method of withholding determined by the Committee and permitted under the Plan and applicable laws.

Newmont may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates in Employee's jurisdiction(s), including maximum applicable rates, to the extent permitted by the Plan. In the event of over-withholding, Employee may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock) or if not refunded, Employee may need to seek a refund from the local tax authorities. In the event of under-withholding, Employee may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to the Company and/or the Employer. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Employee is deemed to have been issued the full number of shares of Common Stock subject to the vested RSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

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Notwithstanding anything in this Section 5 to the contrary, to avoid a prohibited distribution under Section 409A of the Code, if shares of Common Stock underlying the RSUs will be withheld (or sold on Employee's behalf) to satisfy any Tax-Related Items arising prior to the date of settlement of the RSUs for any portion of the RSUs that is considered nonqualified deferred compensation subject to Code Section 409A, then the number of shares of Common Stock withheld (or sold on Employee's behalf) shall not exceed the number of shares of Common Stock that equals the liability for the Tax-Related Items.

Finally, Employee agrees to pay to Newmont or the Employer, any amount of Tax-Related Items that Newmont or the Employer may be required to withhold or account for as a result of their participation in the Plan that cannot be satisfied by the means previously described. Newmont may refuse to issue or deliver the shares or the proceeds of the sale of shares of Common Stock, if Employee fails to comply with their obligations in connection with the Tax-Related Items.

6. Delivery of Shares of Common Stock.

(a) As soon as reasonably practicable, but in any event within 30 days, following the date of vesting pursuant to Section 2 or 3, the number of RSUs that become vested shall be settled in previously authorized but unissued shares of Common Stock.

(b) Notwithstanding the foregoing, if the RSUs are considered non-qualified deferred compensation subject to Section 409A of the Code, as determined in the sole discretion of the Company, and the Employee is a U.S. Taxpayer, RSUs that are no longer subject to a substantial risk of forfeiture, as determined in accordance with Section 409A of the Code, shall be settled on the earliest to occur of (i) the Vesting Date, (ii) Employee's "Disability" meeting the definitional requirements of Section 409A of the Code, (iii) Employee's death, (iv) "change in control event" within the meaning of U.S. Treas. Reg. § 1.409A-3(i)(5) (a "409A CIC Event"), and (iii) a "separation from service" within the meaning of Section 409A of the Code (a "Separation from Service") that occurs following a "change in control event" within the meaning of U.S. Treas. Reg. § 1.409A-3(i)(5), provided that if the Employee is a "specified employee" within the meaning of Section 409A of the Code on the date the Employee experiences a Separation from Service, then the RSUs shall instead be settled on the first business day of the seventh month following the Employee's Separation from Service, to the extent such delayed payment is required in order to avoid a prohibited distribution under Section 409A of the Code.

7. Nontransferability. Employee's interest in the RSUs and any shares of Common Stock relating thereto may not be sold, transferred, pledged, assigned, encumbered or otherwise alienated or hypothecated otherwise than by will or by the laws of descent and distribution, prior to such time as the shares of Common Stock have actually been issued and delivered to Employee.

8. Acknowledgements. Employee acknowledges receipt of and understands and agrees to the terms of this Agreement and the Plan. Employee understands and agrees to the following:

(c) Employee acknowledges that the Plan and the Plan prospectus are available for Employee's review on Fidelity.com, and Employee agrees to be bound by all of the terms and provisions thereof, including and terms and provisions of the Plan adopted after the date of this Agreement but prior to the completion of the Vesting Period. If and to the extent that any provision contained in this Agreement is inconsistent with the Plan, the Plan shall govern.

(d) Employee acknowledges that as of the date of this Agreement, the Grant Acknowledgement and the Plan set forth the entire understanding between Employee and Newmont regarding the acquisition of shares of Common Stock underlying the RSUs in Newmont and supersede all prior oral and written agreements pertaining to the RSUs.

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(e) Employee understands that Newmont has reserved the right to amend or terminate the Plan at any time.

9. Miscellaneous

(a) ***No Right to Continued Employment***. Neither the RSUs nor any terms contained in this Agreement or the Plan shall confer upon Employee any express or implied right to be retained in the employment of any Subsidiary for any period at all, nor restrict in any way the right of any such Subsidiary, which right is hereby expressly reserved, to terminate their employment at any time with or without cause. Employee acknowledges and agrees that any right to receive delivery of shares of Common Stock is earned only by continuing as an employee of a Subsidiary at the will of such Subsidiary, or satisfaction of any other applicable terms and conditions contained in this Agreement and the Plan, and not through the act of being hired, being granted the RSUs or acquiring shares of Common Stock hereunder.

(b) ***Compliance with Laws and Regulations***. The award of the RSUs to Employee and the obligation of Newmont to deliver shares of Common Stock hereunder shall be subject to (i) all applicable federal, state, local and foreign laws, rules and regulations, and (ii) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which Newmont shall, in its sole discretion, determine to be necessary or applicable. Moreover, shares of Common Stock shall not be delivered hereunder if such delivery would be contrary to applicable law or the rules of any stock exchange.

(c) ***Investment Representation***. If at the time of delivery of shares of Common Stock, the Common Stock is not registered under the Securities Act of 1933, as amended (the "Securities Act"), and/or there is no current prospectus in effect under the Securities Act with respect to the Common Stock, Employee shall execute, prior to the delivery of any shares of Common Stock to Employee by Newmont, an agreement (in such form as Newmont may specify) in which Employee represents and warrants that Employee is purchasing or acquiring the shares acquired under this Agreement for Employee's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the shares being offered or sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption Employee shall, prior to any offer for sale of such shares, obtain a prior favorable written opinion, in form and substance satisfactory to Newmont, from counsel for or approved by Newmont, as to the applicability of such exemption thereto.

(d) ***Notices***. Any notice or other communication required or permitted hereunder shall, if to Newmont, be in accordance with the Plan, and, if to Employee, be in writing and delivered in person or by electronic means or by registered or certified mail or by overnight courier, postage prepaid, addressed to Employee at their last known address or email address as set forth in Newmont's records.

(e) ***Severability***. If any of the provisions of this Agreement should be deemed unenforceable, the remaining provisions shall remain in full force and effect.

(f) ***Governing Law and Venue***. Except as to matters concerning the issuance of Common Stock or other matters of corporate governance, which shall be determined, and related RSU provisions construed, under the General Corporation Law of the State of Delaware, this Agreement shall be governed by the laws of the State of Colorado, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties hereto submit to the exclusive jurisdiction and venue of the federal or state courts of Colorado to resolve any and all issues that may arise out of or relate to this Agreement or the Plan, and Employee waives any defense to such governing law and venue, including but not limited to any defense based on subject matter or personal jurisdiction.

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(g) ***Transferability of Agreement***. This Agreement may not be transferred, assigned, pledged or hypothecated by either party hereto, other than by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, including, in the case of Employee, their estate, heirs, executors, legatees, administrators, designated beneficiary and personal representatives. Nothing contained in this Agreement shall be deemed to prevent transfer of the RSUs in the event of Employee's death in accordance with Section 12(b) of the Plan.

(h) ***Section 409A***. The terms of the RSUs are intended to comply with the provisions of Section 409A of the Code and the Treasury Regulations relating thereto so as not to subject Employee to the payment of additional taxes and interest under Section 409A of the Code, and this Agreement will be interpreted, operated and administered in a manner that is consistent with this intent. In furtherance of this intent, the Committee may adopt such amendments to this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, in each case, without the consent of Employee, that the Committee determines are reasonable, necessary or appropriate to comply with the requirements of Section 409A of the Code and related United States Department of Treasury guidance. In that light, Newmont and Employer, if different, make no representation or covenant to ensure that the RSUs that are intended to be exempt from, or compliant with, Section 409A of the Code are not so exempt or compliant or for any action taken by the Committee with respect thereto. Nothing in the Agreement shall provide a basis for any person to take action against Newmont or any of its affiliates based on matters covered by Section 409A of the Code, including the tax treatment of any shares of Common Stock or other payments made under the RSUs granted hereunder, and neither Newmont nor any of its affiliates shall not under any circumstances have any liability to Employee or their estate or any other party for any taxes, penalties or interest due on amounts paid or payable under this Agreement, including taxes, penalties or interest imposed under Section 409A of the Code. []

(i) ***No Advice Regarding Award***. Neither Newmont, nor any Subsidiary, is providing any tax, legal or financial advice, nor are they making any recommendations regarding Employee's participation in the Plan, or their acquisition or sale of the underlying shares of Common Stock. Employee should consult with their own personal tax, legal and financial advisors regarding their participation in the Plan before taking any action related to the Plan.

(j) ***Appendix***. Notwithstanding any provisions in this Agreement, the award of RSUs shall be subject to any terms and conditions set forth in Appendix to this Agreement for Employee's country. Moreover, if Employee relocates to, or becomes a resident of, one of the countries included in the Appendix, the terms and conditions for such country will apply to Employee, to the extent Newmont determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement.

(k) ***Imposition of Other Requirements***. Newmont reserves the right to impose other requirements on Employee's participation in the Plan, on the RSUs and on any shares of Common Stock acquired under the Plan, to the extent Newmont determines it is necessary or advisable for legal or administrative reasons, and to require Employee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(l) ***Clawback/Recoupment/ Disgorgement.*** As an additional condition of receiving this award of RSUs, Employee agrees that the RSUs, whether vested or unvested, and/or the shares of Common Stock, cash or other benefits acquired pursuant to the RSUs (and any proceeds therefrom) may be subject to clawback, recoupment, and/or disgorgement to the extent required (i) under any and all of Newmont's clawback, recoupment, and/or disgorgement policies, as they may be amended from time to time, or (ii) under applicable laws, regulations or stock exchange listing standards (collectively, the "Clawback/Recoupment/Disgorgement Requirement"). In order to satisfy any obligation arising under the Clawback/Recoupment/Disgorgement Requirement, among other things, Employee expressly and explicitly authorizes Newmont to issue instructions, on Employee's behalf, to any brokerage firm and/or third party administrator engaged by Newmont to hold any shares of Common Stock or other amounts acquired pursuant to the RSUs to re-convey, transfer or otherwise return such shares of Common Stock and/or other amounts to Newmont upon Newmont's enforcement of the Clawback/Recoupment/Disgorgement Requirement. No recovery of compensation as described in this section will be an event giving rise to Employee's right to resign for "good reason" or "constructive termination" (or similar term) under any plan of, or agreement with, Newmont, any Subsidiary and/or the Employer. This Clawback/Recoupment/Disgorgement Requirement includes, but is not limited to, Newmont's right to require reimbursement of any RSUs from Employee if the Employee is terminated (or could have been terminated) for cause.

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(m) ***Right of Offset.*** To the extent permitted by applicable law, Newmont or an Employer may, in its sole discretion, apply any RSUs otherwise due and payable under this Agreement against debts of Employee to Newmont or a Subsidiary. Employee hereby consents to the reduction of any compensation paid to Employee by Newmont or an Employer to the extent Employee receives an overpayment from this Agreement.

(n) ***Waiver***. Employee acknowledges that a waiver by Newmont of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

(o) ***Electronic Delivery and Acceptance***. Newmont may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Employee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by Newmont or a third party designated by Newmont.

IN WITNESS WHEREOF, pursuant to Employee's Grant Acknowledgement (including without limitation, the Terms and Conditions section hereof), incorporated herein by reference, and electronically executed by Employee, Employee agrees to the terms and conditions of this Agreement.

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APPENDIX TO THE
NEWMONT CORPORATION
2020 STOCK INCENTIVE COMPENSATION PLAN
2025 RESTRICTED STOCK UNIT AGREEMENT

Unless otherwise provided below, capitalized terms used but not explicitly defined in this Appendix shall have the same definitions as in the Plan and/or the Agreement (as applicable). The terms and conditions in Part A apply to all Employees outside the United States. The country-specific terms and conditions in Part B will also apply to Employee if they reside in one of the countries listed below.

Terms and Conditions

This Appendix includes additional country-specific terms and conditions that govern Employee's RSUs if they reside and/or work in one of the countries listed herein.

If Employee is a resident of a country other than the one in which they are currently residing and/or working, relocate to another country after the RSUs are granted, or are considered a resident of another country for local law purposes, the terms and conditions of the RSUs contained herein may not be applicable to Employee, and Newmont shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to Employee.

Notifications

This Appendix also includes information regarding certain issues of which Employee should be aware with respect to their participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of April 2025. Such laws are often complex and change frequently. As a result, Employee should not rely on the information in this Appendix as the only source of information relating to the consequences of their participation in the Plan because the information may be out of date at the time that Employee's RSUs vest or they sell shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Employee's particular situation, and Newmont is not in a position to assure Employee of a particular result. Accordingly, Employee should seek appropriate professional advice as to how the relevant laws in their country may apply to their situation.

Finally, if Employee is a resident of a country other than the one in which they currently reside and/or work, transfer employment after the RSUs are granted, or are considered a resident of another country for local law purposes, the information contained herein may not apply to Employee.

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A. ALL NON-U.S. COUNTRIES

TERMS AND CONDITIONS

The following additional terms and conditions will apply to Employee if they reside in any country outside the United States.

1. ***Nature of Grant***. The following provisions supplement Section 8 of the Agreement:

(a) the grant of RSUs under the Plan at one time does not in any way obligate Newmont or its Subsidiaries to grant additional RSUs in any future year or in any given amount.

(b) the grant of RSUs and Employee's participation in the Plan shall not create a right to employment or be interpreted as forming or amending an employment or service contract with Newmont and shall not interfere with the ability of the Employer to terminate Employee's employment or service relationship (if any).

(c) the RSUs should in no event be considered as compensation for, or relating in any way to, past services for Newmont, the Employer or any Subsidiary.

(d) Employee further acknowledges and understands that Employee's participation in the Plan is voluntary and that the RSUs and any future RSUs under the Plan are wholly discretionary in nature, the value of which do not form part of any normal or expected compensation for any purposes, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments, bonuses, holiday pay, long-service awards, pension or retirement benefits or similar mandatory payments, other than to the extent required by local law.

(e) Employee acknowledges and understands that the future value of the shares of Common Stock acquired by Employee under the Plan is unknown and cannot be predicted with certainty and that no claim or entitlement to compensation or damages arises from the (i) forfeiture of the RSUs resulting from termination of service (for any reason whatsoever and whether or not in breach of local labor laws and whether or not later found to be invalid) and/or (ii) forfeiture of the RSUs or recoupment of any shares of Common Stock, cash or other benefits acquired pursuant to the RSUs resulting from the application of Section 9(l) of the Agreement.

(f) Employee acknowledges and understands the RSUs and the shares of Common Stock subject to the RSUs, and the income and value of the same, are not intended to replace any pension rights or compensation.

(g) Employee acknowledges for the purposes of the RSUs, their employment will be considered terminated as of the date they are no longer actively providing services to Newmont, the Employer or any Subsidiary (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Employee is employed or the terms of their employment agreement, if any), and unless otherwise expressly provided in this Agreement or determined by Newmont, if any, will terminate as of such date and will not be extended by any notice period (e.g., Employee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Employee is employed or the terms of their employment agreement, if any); the Newmont Committee shall have the exclusive discretion to determine when Employee is no longer actively providing services for purposes of their RSU grant (including whether Employee may still be considered to be providing services while on a leave of absence).

(h) Employee acknowledges and understands that unless otherwise agreed with Newmont, the RSUs and the shares of Common Stock subject to the RSUs, and the income and value of the same, are not granted as consideration for, or in connection with the service they may provide as a director of a Subsidiary of Newmont.

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(i) Employee acknowledges and understands the RSUs and the share of Common Stock subject to the RSUs and the income and value of the same, are not part of normal or expected compensation salary for any purpose.

(j) Employee acknowledges and understands that neither Newmont, the Employer nor any other Affiliate of Newmont shall be liable for any foreign exchange rate fluctuation between their local currency and the United States Dollar that may affect the value of the RSU or of any amounts due to Employee pursuant to the settlement of the RSU or the subsequent sale of any shares of Common Stock acquired upon settlement.

2. Data Privacy Information and Consent. Newmont headquarters is located at 6900 E. Layton Ave., Suite 700, Denver, Colorado 80237, U.S.A., and grants awards to employees of Newmont and its Subsidiaries, at Newmont's sole discretion. If Employee would like to participate in the Plan, please review the following information about Newmont's data processing practices and declare Employee's consent.

(a) Data Collection and Usage. Newmont collects, processes and uses personal data of Employees, including name, home address, email address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in Newmont, and details of all awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in Employee's favor ("Data"), which Newmont receives from Employee or the Employer. In connection with the grant of the RSU, Newmont will collect Employee's Data for purposes of administering Employee's participation in the Plan. Newmont's legal basis for the processing of Employee's Data, where required, if Employee's consent.

(b) Stock Plan Administration Service Providers. Newmont transfers Data to Fidelity Investments, an independent service provider based in the United States, which assists Newmont with the implementation, administration and management of the Plan. In the future, Newmont may select a different service provider and share Employee's Data with another company that serves in a similar manner. Newmont's service provider will open an account for Employee to receive shares of Common Stock. Employee may be asked to agree on separate terms and data processing practices with the service provider, which is a condition to Employee's ability to participate in the Plan.

(c) International Data Transfers. Newmont and its service providers are based in the United States. If Employee is outside the United States, Employee should note that their country has enacted data privacy laws that are different from the United States. Newmont's legal basis for the transfer of Employee's Data is their consent.

(d) Data Retention. Newmont will use Employee's Data only as long as is necessary to implement, administer and manage Employee's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax, exchange control, labor and security laws. This period may extend beyond Employee's period of employment with the Employer. When Newmont or the Employer no longer need Data for any of the above purposes, they will cease processing it in this contact and remove it from all of their systems used for such purposes to the fullest extent practicable.

(e) Voluntariness and Consequences of Denial or Withdrawal. Employee's participation in the Plan and Employee's grant of consent is purely voluntary. Employee may deny or withdraw their consent at any time. If Employee does not consent, or if Employee withdraws their consent, Employee cannot participate in the Plan. This would not affect Employee's salary as an employee or their career; Employee would merely forfeit the opportunities associated with the Plan.

(f) Data Subject Rights. Employee has a number of rights under data privacy laws in their country. Depending on where Employee is based, Employee's rights may include the right to (i) request access or copies of Data Newmont processes, (ii) rectification of incorrect Data, (iii) deletion of Data, (iv) restrict the processing of Data, (v) restrict the portability of Data, (vi) lodge complaints with the competent tax authorities in Employee's country, and/or (vii) receive a list with the names and addresses of any potential recipients of Data. To receive clarification regarding Employee's rights or to exercise Employee's rights please contact Newmont at Newmont Corporation, 6900 E. Layton Ave., Suite 700, Denver, Colorado 80237 U.S.A., attention: Director of Compensation, Newmont Corporate.

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If Employee agrees with the data processing practices as described in this notice, please declare Employee's consent by clicking "Accept" on the Fidelity award acceptance page.

3. ***Language***. Employee acknowledges that they are sufficiently proficient in English, or, alternatively, Employee acknowledges that they will seek appropriate assistance, to understand the terms and conditions in the Agreement. Furthermore, if Employee received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated versions is different than the English version, the English version will control unless otherwise required by applicable law.

4. ***Insider-Trading/Market-Abuse Laws***. Employee acknowledges that, depending on their country or broker's country, or the country in which Common Stock is listed, they may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect their ability to accept, acquire, sell or attempt to sell, or otherwise dispose of the shares of Common Stock, rights to shares of Common Stock (e.g., RSUs) or rights linked to the value of Common Stock, during such times as Employee is considered to have "inside information" regarding Newmont (as defined by the laws or regulations in applicable jurisdictions, including the United States and Employee's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Employee placed before possessing inside information. Furthermore, Employee may be prohibited from (i) disclosing insider information to any third party, including fellow employees and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Newmont insider trading policy. Employee acknowledges that it is their responsibility to comply with any applicable restrictions, and Employee should speak to their personal advisor on this matter.

5. ***Foreign Asset/Account Reporting Requirements***. Employee acknowledges that there may be certain foreign asset and/or account reporting requirements which may affect their ability to acquire or hold the shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on the shares of Common Stock acquired under the Plan) in a brokerage or bank account outside their country. Employee may be required to report such accounts, assets or transactions to the tax or other authorities in their country. Employee also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to their country through a designated bank or broker within a certain time after receipt. Employee acknowledges that it is their responsibility to be compliant with such regulations, and they should speak to their personal advisor on this matter.

6. ***General***. Notwithstanding the provisions of the Agreement, if Newmont or the Employer develops a good faith belief that any provision may be found to be unlawful, discriminatory or against public policy in any relevant jurisdiction, then Newmont in its sole discretion may choose not to apply such provision to the RSU, nor any RSU grant in Employee's jurisdiction.

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B. COUNTRY-SPECIFIC ADDITIONAL TERMS AND CONDITIONS

AUSTRALIA

Notifications

Securities Law Notification. The offer of RSUs is being made under Division 1A, Part 7.12 of the Australian *Corporations Act 2001 (Cth)*.

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Employee will be required to file the report.

SOUTH AFRICA

Terms and Conditions

Taxes. The following provision supplements Section 5 of the Agreement:

By accepting the RSUs, Employee agrees that, immediately upon settlement of the RSUs, Employee will notify the Employer of the amount of any gain realized at vesting. Employee will be solely responsible for paying any difference between the actual liability for Tax-Related Items and the amount withheld.

Deemed Acceptance of RSUs. Pursuant to Section 96 of Companies Act 71 of 2008 (the "Companies Act"), the RSU offer must be finalized within six months following the date the offer is communicated to Employee. If Employee does not want to accept the RSUs, Employee is required to decline the award no later than six months following the date the offer is communicated to Employee. If Employee does not reject the RSUs within six months following the date the offer is communicated to Employee, Employee will be deemed to accept the RSUs.

Notifications

Securities Law Notification. Neither the RSUs nor the underlying shares of Common Stock shall be publicly offered or listed on any stock exchange in South Africa. The offer is intended to be private pursuant to Section 96 of the Companies Act and is not subject to the supervision of any South African governmental authority.

Exchange Control Notification. Because exchange control regulations are subject to frequent change, sometimes without notice, Employee should consult their personal legal advisor prior to the settlement of the RSUs to ensure compliance with current regulations. Employee is solely responsible for ensuring compliance with all exchange control laws in South Africa.

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NEWMONT SECTION 16 OFFICER SHORT-TERM INCENTIVE PLAN

(Effective January 1, 2025)

PURPOSE

This Newmont Section 16 Officer Short-Term Incentive Plan (the "*Section 16 STIP*") has been approved by the Leadership Development and Compensation Committee of the Newmont Corporation Board of Directors pursuant to the 2020 Newmont Corporation Stock Incentive Compensation Plan (the "*2020 Plan*"), and is a restatement of the Newmont Section 16 Officer Short-Term Incentive Program effective on January 1, 2024. The purpose of this Section 16 STIP is to provide Section 16 Officers with a direct interest in the success of the operations of Newmont Corporation ("*Newmont*"); specifically, Section 16 Officers are eligible for a Corporate Performance Bonus (as defined below) in accordance with this Section 16 STIP.

This Section 16 STIP is subject to the 2020 Plan, and if there are any inconsistencies between this Section 16 STIP and the 2020 Plan, the 2020 Plan shall control. The LDCC or its delegate shall have sole discretion to interpret, apply, amend, and/or withdraw this Section 16 STIP.

SECTION I—DEFINITIONS

The following terms used in this Section 16 STIP shall have the meanings set forth below.

1.1 "*Affiliated Entity(ies)*" means any corporation or other entity, now or hereafter formed, that is or shall become affiliated with Newmont Corporation, either directly or indirectly, through stock ownership or control, which employs a Section 16 Officer.

1.2 "*Aggregate Payout Percentage*" shall have the meaning assigned to in Section III.

1.3 "*Award Recipient*" means an Eligible Section 16 Officer who has been granted a Corporate Performance Bonus pursuant to this Section 16 STIP.

1.4 "*Board*" means the Board of Directors of Newmont.

1.5 "*Bonus-Eligible Earnings*" means an Eligible Section 16 Officer's base salary as reflected in the records of Newmont or the Affiliated Entity that employs the Eligible Section 16 Officer as of December 31 of the calendar year corresponding to the Performance Period applicable to the Corporate Performance Bonus; *provided, however*, that an Eligible Section 16 Officer's Bonus-Eligible Earnings may be adjusted based on any periods of unpaid leave or other periods during the Performance Period during which the Eligible Section 16 Officer was not working or was otherwise not fully engaged in their duties and responsibilities (including if the Eligible Section 16 Officer commenced employment after the beginning of the Performance Period, in which case their Bonus-Eligible Earnings shall be calculated on a pro-rata basis based on their base salary as of December 31 and the amount of time in the Performance Period during which they worked). If an Eligible Section 16 Officer dies during the calendar year, the Bonus-Eligible Earnings for such deceased Section 16 Officer will be determined by their base salary as of the date of death and the Corporate Performance Bonus will be calculated on a pro-rata basis. In the event of a Change of Control, the Bonus-Eligible Earnings of the Eligible Section 16 Officer shall be equal to their base salary, on an annualized basis, as of the date immediately preceding the Change of Control. In the case of a Terminated Award Recipient, the Bonus-Eligible Earnings will be determined by their base salary only as of the date of termination of employment and the Corporate Performance Bonus shall be calculated on a pro-rata basis. In all cases, Bonus-Eligible Earnings shall be determined before reduction for any pretax contributions, such as contributions to an employee benefit plan of Newmont, including pursuant to Section 401(k) or Section 125 of the Code.

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1.6 "*Change of Control*" shall have the meaning assigned to it in the 2020 Plan.

1.7 "*Code*" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

1.8 "*Code Section 409A*" shall mean Section 409A of the Code and the treasury regulations and guidance promulgated thereunder.

1.9 "*Corporate Performance Bonus*" means the bonus that may be granted to an Eligible Section 16 Officer pursuant to Section III, based on how Newmont has performed against the Performance Metrics relative to an Eligible Section 16 Officer's Target Performance Level. An Eligible Section 16 Officer's Target Performance Level and Corporate Performance Bonus shall be determined by the LDCC; *provided, however*, that the Chief Executive Officer's Target Performance Level and Corporate Performance Bonus shall be recommended by the LDCC and determined by the Board.

1.10 "*Disability*" shall have the meaning assigned to it in the 2020 Plan.

1.11 "*Eligible Section 16 Officer*" means a Section 16 Officer employed by an Affiliated Entity during some or all of the Performance Period; *provided, however,* that if an employee employed by an Affiliated Entity is appointed as a Section 16 Officer on an interim or temporary basis during some or all of a Performance Period, the LDCC or its delegate may determine in its discretion whether this Section 16 STIP shall apply to such employee or whether such employee's Corporate Performance Bonus and, if applicable, Individual Performance Bonus, shall be governed by the STIP applicable to other employees who are not Section 16 Officers. Similarly, if an employee is promoted to a Section 16 Officer during the Performance Period, this Plan shall apply on a pro-rata basis for the time that they are a Section 16 Officer, and for any portion of the Performance Period during which they were not a Section 16 Officer, their Corporate Performance Bonus and Individual Performance Bonus shall be governed by the STIP applicable to other employees who are not Section 16 Officers.

1.12 "*Executive Leadership Team" or "ELT*" is the leadership team comprised of the Section 16 Officers as determined by the Chief Executive Officer of Newmont to be part of such leadership team. The Section 16 Officers who comprise the Executive Leadership Team shall only be eligible for a Corporate Performance Bonus, and not an Individual Performance Bonus.

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1.13 "*Individual Performance Bonus*" means a bonus based on an individual's actual performance assessed against individual performance criterion for an Eligible Section 16 Officer who is not on the Executive Leadership Team (currently, only the Chief Accounting Officer), which objectives are established by the Chief Executive Officer or their designee, and which resulting bonus, if any, in a Performance Period, is assessed and recommended by the Chief Executive Officer or their delegate.

1.14 "*LDCC*" means the Leadership Development and Compensation Committee of the Board of Directors of Newmont Corporation.

1.15 "*Newmont*" means Newmont Corporation, a Delaware corporation, and any successor corporation thereto.

1.16 "*Performance Metric"* means each metric upon which a Corporate Performance Bonus shall be based, as determined by the LDCC on an annual or other basis, as reflected in the Appendix to this Plan. Such metrics may be based on financial, safety, sustainability, or other relevant factors as determined by the LDCC.

1.17 "*Performance Period*" means the period from January 1 through December 31 during which the achievement level of the Performance Metrics applicable to the Corporate Performance Bonus will be measured and assessed, and if applicable, the achievement level for any Individual Performance Bonus will be measured and assessed.

1.18 "*Performance Percentage*" shall have the meaning assigned to it in Section III.

1.19 "*Retirement*" means voluntary termination of employment when an Eligible Section 16 Officer has attained at least age 55, has completed at least 5 years of continuous employment with an Affiliated Entity, and where the age of the Eligible Section 16 Officer plus their completed years of continuous employment is equal to at least 65.

1.20 *"Section 16 Officer"* means an officer as defined in Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended.

1.21 "*Target Performance Level*" means the target performance goal established for each Performance Metric that applies to the Eligible Section 16 Officers and which will be communicated to each Eligible Section 16 Officer.

1.22 "*Terminated Award Recipient*" means an Eligible Section 16 Officer who terminates employment with an Affiliated Entity during the Performance Period on account of death, Retirement, Disability, or involuntary termination entitling the Eligible Section 16 Officer to benefits under the Severance Plan for Section 16 Officers of Newmont.

SECTION II—ELIGIBILITY

A Section 16 Officer shall be eligible to be granted a Corporate Performance Bonus under this Section 16 STIP if such Section 16 Officer is (i) on the payroll of an Affiliated Entity at the time of payment; (ii) on the payroll of an Affiliated Entity as of the last day of the calendar year comprising the Performance Period and who voluntarily resigns before the payment of the Corporate Performance Bonus (provided that the Section 16 Officer otherwise would not or could not have been terminated for Cause, as determined in Newmont's sole discretion); or (iii) is a Terminated Award Recipient who terminated during the Performance Period.

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SECTION III—CORPORATE PERFORMANCE BONUS

3.1 *Eligibility for Corporate Performance Bonus*. For each Performance Period, the Corporate Performance Bonus will be determined pursuant to this Section III for each Section 16 Officer.

3.2 *Performance Metrics*. For each Performance Period, the LDCC shall establish the Performance Metrics applicable to the Corporate Performance Bonus granted to an Award Recipient and the Target Performance Goals, as well as the threshold and maximum goals applicable to each Performance Metric.

3.3 *Achievement Level Assessment for Performance Metrics*. As soon as practicable after the end of each Performance Period, the LDCC shall determine the achievement level of the performance goals applicable to each Performance Metric, following a report from the Internal Audit department, or an external audit firm.

3.4 *Aggregate Payout Percentage*. An aggregate payout factor (the "*Aggregate Payout Percentage*") will be determined in accordance with this Section 3.4.

(a) *Calculating the Performance Percentage for each Performance Metric*. The achievement level for the performance goal applicable to each Performance Metric will be determined by reference to the target, minimum and maximum goals to arrive at a performance percentage (the "*Performance Percentage*").

(b) *Calculating the Payout Percentage for each Performance Metric*. The payout percentage for each Performance Metric is equal to the product of the Performance Percentage, multiplied by the applicable weighting factor listed in Appendix A. However, a fatality or significant potential events may result in a payout for the Health and Safety metric(s) that is less than the payout percentage determination described in the foregoing sentence.

(c) *Calculating the Aggregate Payout Percentage*. The Aggregate Payout Percentage is the sum of the payout percentages for each Performance Metric, as described in Section 3.4(b) hereof.

3.5 *Determination of Payout Amount under Corporate Performance Bonus*. The amount that shall vest and become payable as a Corporate Performance Bonus for each Award Recipient shall be equal to the product of the Aggregate Payout Percentage, multiplied by the Award Recipient's Target Performance Level, multiplied by the Award Recipient's Bonus-Eligible Earnings.

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3.6 *Determination of Payout Amount under Individual Performance Bonus.* For any Section 16 Officer not on the Executive Leadership Team (currently only the Chief Accounting Officer), they shall be eligible for an Individual Performance Bonus, to be recommended by the Chief Executive Officer or their delegate, and approved by the LDCC.

3.7 *Terminated Award Recipients*. Terminated Award Recipients shall be eligible to receive the payment of a Corporate Performance Bonus (and Individual Performance Bonus, if applicable), provided that a Terminated Award Recipient whose employment is subject to an involuntary termination entitling the Award Recipient to benefits under the Severance Plan for Section 16 Officers of Newmont must execute a Waiver and Release pursuant to the terms of such plan in order to receive payment of a Corporate Performance Bonus (and Individual Performance Bonus, if applicable). This bonus will be calculated according to Section III hereof, and pro-rated for the portion of the Performance Period that the Award Recipient was employed with an Affiliated Entity, and shall be paid after the end of the Performance Period*; provided, however*, that for a non-ELT Section 16 Officer only, any pro-rated Corporate Performance Bonus and Individual Performance Bonus for the year in which they are terminated will be paid out based on their target goals as soon as administrative practicable after receipt of an executed Waiver and Release, as such pro-rated payment may be adjusted by the LDCC or the Board or their delegate.

3.8 *Discretionary Adjustments*. The LDCC may adjust (or the Board with respect to the CEO) the Performance Percentage or any measure or increase or decrease the amount of the Corporate Performance Bonus otherwise payable in order to reflect changed circumstances or such other matters as the LDCC deems appropriate.

3.9 *Time and Method of Payment*. A Corporate Performance Bonus that becomes payable under this Section 16 STIP shall be payable to each Award Recipient in cash as soon as practicable following approval of bonuses by the LDCC for Section 16 Officers (except for the CEO, whose bonus is approved by the Board). All payments and the timing of such payments shall be made in accordance with practices and procedures established by the Affiliated Entity. For those Award Recipients subject to Code Section 409A, the Corporate Performance Bonus shall be made by March 15th of the calendar year following the last day of the Performance Period. Notwithstanding the foregoing, in the event an Award Recipient failed to complete any required ethics training or failed to comply with acknowledgement of any Code of Conduct of any Affiliated Entity, the Affiliated Entity may withhold payment under this Section 16 STIP unless or until such Award Recipient complies.

3.10 *Withholding Taxes*. All Corporate Performance Bonuses payable hereunder shall be subject to the withholding of such amounts as the Affiliated Entity may determine is required to be withheld pursuant to any applicable federal, state, local or non-U.S. law or regulation.

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SECTION IV—CHANGE OF CONTROL

4.1 *In General*. In the event of a Change of Control, each Award Recipient employed at the time of the Change of Control shall become entitled to the payment of a Corporate Performance Bonus (and an Individual Performance Bonus if a non-ELT Section 16 Officer) in accordance with the provisions of this Section IV.

4.2 *Calculation of Bonus*. In the event of a Change of Control: (a) each Award Recipient employed as of the date of the Change of Control shall become entitled to the payment of a target pro-rated Corporate Performance Bonus (and a target pro-rated Individual Performance Bonus if a non-ELT Section 16 Officer) for the portion of the Performance Period from January 1 through the date of the Change of Control; and (b) each Award Recipient employed as of the last day of the Performance Period coinciding with the calendar year in which the Change of Control occurs shall be entitled to a target pro-rated Corporate Performance Bonus (and a target pro-rated Individual Performance Bonus if a non-ELT Section 16 Officer) for the remaining portion of the calendar year following the Change of Control.

4.3 *Payment of Bonuses*. The Corporate Performance Bonuses (and Individual Performance Bonuses if a non-ELT Section 16 Officer) payable in accordance with the provisions of this Section IV shall be calculated and paid as soon as practicable (a) following the date of the Change of Control, in the case of the bonus required by Section 4.2(a), and (b) following the conclusion of the Performance Period coinciding with the calendar year in which the Change of Control occurs, in the case of the bonus required by Section 4.2(b). Upon the payment of the Corporate Performance Bonuses (and Individual Performance Bonuses if a non-ELT Section 16 Officer) in accordance with the foregoing sentence, the Award Recipient shall have no further right to the payment of any Corporate Performance Bonus (or Individual Performance Bonus if a non-ELT Section 16 Officer) hereunder for such Performance Period (other than any bonus payable hereunder with respect to a previous Performance Period that has not yet been paid). In the event that a Change of Control and a benefit-qualifying Separation from Service of an Award Recipient under Section 3.01 of the 2012 Executive Change of Control Plan of Newmont ("2012 Plan") or Section 3.01 of the Executive Change of Control Plan of Newmont ("2008 Plan") occur in the same calendar year, payment to such Award Recipient of a Corporate Performance Bonus under this Section IV payable in the event of a Change of Control under the Newmont Section 16 Officer Long-Term Incentive Plan shall satisfy Section 3.02(a)(i)(B) of the 2012 Plan and Section 3.02(a)(i)(B) of the 2008 Plan solely with respect to the portion of such calendar year from January 1 through the date of the Change of Control; in such instance, the bonuses provided for under Section 3.02(a)(i)(B) of the 2012 Plan and Section 3.02(a)(i)(B) of the 2008 Plan for the period of time between the Change of Control and the Separation of Service shall be calculated for such period of time in accordance with the formula provided therein. If a benefit-qualifying Separation from Service under Section 3.01 of the 2012 Plan or Section 3.01 of the 2008 Plan occurs in a year subsequent to the year in which a Change of Control occurs, any payments made under this Section IV shall not in any way satisfy Section 3.02(a)(i)(B) of the 2012 Plan or Section 3.02(a)(i)(B) of the 2008 Plan.

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SECTION V –GENERAL PROVISIONS

5.1 *Amount Payable Upon Death of Employee*. If an Award Recipient who is entitled to payment hereunder dies after becoming eligible for payment but before receiving full payment of the amount due, or if an Award Recipient dies and becomes a Terminated Award Recipient, all amounts due shall be paid as soon as practicable after the death of the Award Recipient, in a cash lump sum, to the beneficiary or beneficiaries designated by the Award Recipient to receive life insurance proceeds under Group Life and Accidental Death & Dismemberment Plan of Newmont USA Limited (or a successor plan) or a similar plan of a Affiliated Entity. In the absence of an effective beneficiary designation under said plan, any amount payable hereunder following the death of an Award Recipient shall be paid to the Award Recipient's estate.

5.2 *Right of Offset*. To the extent permitted by applicable law, any Affiliated Entity may, in its sole discretion, apply any payments of a Corporate Performance Bonus (and an Individual Performance Bonus for a non-ELT Section 16 Officer) otherwise due and payable under this Section 16 STIP against any Award Recipient or Terminated Award Recipient loans outstanding to the Affiliated Entity, or other debts of the Award Recipient or Terminated Award Recipient to the Affiliated Entity. By accepting payments under this Section 16 STIP, the Award Recipient consents to the reduction of any compensation paid to the Award Recipient by the Affiliated Entity to the extent the Award Recipient receives an overpayment from the Section 16 STIP, as determined in the sole discretion of the LDCC.

5.3 *Plan Modification or Termination*. The LDCC or Board may at any time amend, modify, suspend or terminate the Section 16 STIP. However, upon or following a Change of Control, Section IV hereof may not be amended, suspended, or terminated until the obligations of Section IV hereof have been fully satisfied with respect to such Change of Control.

5.4 *Payments Due Incapacitated Persons*. If the LDCC or its delegate determines that any person entitled to a payment hereunder is incapacitated by reason of physical or mental disability, whether or not legally adjudicated as incompetent, the LDCC or its delegate shall have the power to cause the payment becoming due to such person to be made to another for their benefit, without responsibility of the LDCC or its delegate, Newmont, or any other person or entity to see to the application of such payment. Payments made pursuant to such power shall operate as a complete discharge of the LDCC, the Section 16 STIP, or any Affiliated Entity.

5.5 *Severability*. If any section, subsection, or specific provision of the Section 16 STIP is found to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Section 16 STIP, and Section 16 STIP shall be construed and enforced as if such illegal and invalid provision had never been set forth herein.

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5.6 *No Right to Employment*. The establishment of the Section 16 STIP shall not be deemed to confer upon any person any legal right to be employed by, or to be retained in the employ of, any Affiliated Entity, or to give any Award Recipient or any person any right to receive any payment whatsoever, except as provided hereunder. All Eligible Employees and Award Recipients shall remain subject to discharge from employment to the same extent as if the Section 16 STIP had never been adopted.

5.7 *Transferability*. Any Corporate Performance Bonus (and Individual Performance Bonuses if to a non-ELT Section 16 Officer) payable hereunder is personal to the Award Recipient or Terminated Award Recipient and may not be sold, exchanged, transferred, pledged, assigned, or otherwise disposed of except by will or by the laws of descent and distribution.

5.8 *Successors*. The Section 16 STIP shall be binding upon and inure to the benefit of the Affiliated Entities and the Award Recipients and Terminated Award Recipients and their respective heirs, representatives, and successors.

5.9 *Governing Law*. The Section 16 STIP and all agreements hereunder shall be construed in accordance with and governed by the laws of the State of Colorado, unless superseded by federal law or foreign law.

5.10 *Clawback*. The LDCC or the Board (or any Affiliated Entity as so directed by the LDCC or the Board), to the full extent permitted by governing law, shall have the discretion to clawback or otherwise require reimbursement of any portion of a Corporate Performance Bonus (and any portion of an Individual Performance Bonuses to a non-ELT Section 16 Officer) previously paid to an Award Recipient pursuant to the terms of this Section 16 STIP if: a) the amount of such Corporate Performance Bonus was calculated based upon the achievement of certain financial results that were subsequently the subject of a restatement; b) the amount of such Corporate Performance Bonus that would have been awarded to the Award Recipient had the financial results been reported as in the restatement would have been lower than the Corporate Performance Bonus actually awarded, or; c) a clawback or reimbursement is otherwise permitted or required by any clawback, recoupment, offset, or other policies adopted by Newmont, including (i) under Newmont's Clawback Policy in effect as of the date of this Section 16 STIP, or to the extent adopted following the date of this Section 16 STIP, any similar policy applicable to circumstances where the Award Recipient engages in misconduct, fraud, a violation of law or other similar circumstances, and, in each case, as such polies may be amended from time to time, or (ii) under applicable laws, regulations or stock exchange listing standards. No clawback, required reimbursement or other recovery of compensation as described in this Section 5.10 will be an event giving rise to the Award Recipient's right to resign for "good reason" or "constructive termination" (or similar term) under any plan of, or agreement with any Affiliated Entity. Additionally, the LDCC and the Board (and any Affiliated Entity as so directed by the LDCC or the Board), to the full extent permitted by governing law, shall have the discretion to require clawback or reimbursement of any portion of a Corporate Performance Bonus (and any portion of an Individual Performance Bonus if to a non-ELT Section 16 Officer) previously paid to an Award Recipient pursuant to the terms of this Section 16 STIP if the Award Recipient is terminated for cause as defined in the 2020 Plan or the Executive Change of Control Plan of Newmont or as defined in the any other plan of Newmont or any Affiliated Entity.

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5.11 *Section 409A.* It is the intention of Newmont that payments under the Section 16 STIP comply with or be exempt from Code Section 409A, and Newmont shall have complete discretion to interpret and construe the terms of the Section 16 STIP and any related plan or agreement in any manner that establishes an exemption from (or compliance with) the requirements of Code Section 409A. If for any reason, such as imprecision in drafting, any provision of the Section 16 STIP and/or any such plan or agreement does not accurately reflect its intended establishment of an exemption from (or compliance with) Code Section 409A, as demonstrated by consistent interpretations or other evidence of intent, such provision shall be considered ambiguous as to its exemption from (or compliance with) Code Section 409A and shall be interpreted by Newmont in a manner consistent with such intent, as determined in the discretion of Newmont. None of the Affiliated Entities shall be liable to any Award Recipient or any other person (i) if any provisions of the Section 16 STIP do not satisfy an exemption from, or the conditions of, Code Section 409A, or (ii) as to any tax consequence expected, but not realized, by any Award Recipient or other person due to the any payment under the Section 16 STIP.

5.12 Inapplicability of ERISA. The Section 16 STIP is intended to be a program described in Department of Labor Regulation Sections 2510.31(b) and 2510.3-2(c) and shall not be considered a plan subject to the U.S. Employee Retirement Income Security Act of 1974, as amended.

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APPENDIX TO THE
NEWMONT SECTION 16 OFFICER SHORT-TERM INCENTIVE PLAN

For the 2025 Performance Period, the following Performance Metrics and corresponding Weighting Factors shall be used:

	Metric	Weighting	Threshold	Target	Maximum
Financial 70%	Cash Sustaining Costs per Gold Equivalent Ounce[1]	35%	▪ $1,683	▪ $1,603	▪ $1,373
	Free Cash Flow	35%	▪ $642M	▪ $987M	▪ $1,520M
Sustainability 30%	Significant Potential Event Frequency Rate	14%	▪ 15% over best demonstrated SPEFR rate over past 3 years 2	▪ 5% under best demonstrated SPEFR rate over past 3 years 2	▪ 20% under best demonstrated SPEFR rate over past 3 years 2
	Fatality Risk Management (FRM)	6%	▪ Enrolled Managers / Superintendents: 4 Coaching CCVs ▪ 2 scheduled System Verifications per year per risk, completed on-time	▪ Enrolled Managers / Superintendents: 4 Coaching CCVs ▪ Threshold met, along with actions resulting from System Verifications on-time completion > 95%	▪ Enrolled Managers / Superintendents: 4 Coaching CCVs ▪ Target met + with actions resulting from System Verifications on-time completion >100% ▪ Target met + Systems Verifications completed for controls and risks with non-compliance trends (rationale supported by field verification CCV data)
	Operating Sites Water Consumption Efficiency	5%	▪ Within 10% of 2024 value	▪ Below 2024 value	▪ Below 2019 to 2024 average
	Focusing on Our Culture	5%	▪ At LDCC discretion—management will provide recommendation and provide quarterly updates	▪ Meet Indigenous / Local Employment Commitments ▪ Deliver 2025 Working Together at Newmont plan, reaching all leaders in Level of Work 4 and all site/projects leadership teams at Level of Work 3 ▪ Deliver 2025 Employee Listening Survey with 74% participation ▪ Implement 6 mandatory Respect at Work micro-learnings	▪ At LDCC discretion—management will provide recommendation and provide quarterly updates

[1] Midpoint of $1,523 that pays out at 150% is placed between target and maximum.

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Target STIP Corporate Performance Bonus

Level	Percentage of Bonus Eligible Earnings
Level 7 (CEO)	**150%**
Level 6 (ELT Section 16 Officers)	**85% - 115%**
Level 5 (Non-ELT Section 16 Officer)	**49%**

Target STIP Individual Performance Bonus

Level	Percentage of Bonus Eligible Earnings
Level 5 (Non-ELT Section 16 Officer)	**21%**

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EXHIBIT 10.3

NEWMONT CORPORATION

2020 STOCK INCENTIVE COMPENSATION PLAN

GLOBAL 2025 DIRECTOR RESTRICTED STOCK UNIT AWARD AGREEMENT

This Global 2025 Director Restricted Stock Unit Agreement, including any country-specific terms and conditions set forth in the Appendix A hereto (the "Agreement"), is dated as of May 1, 2025, and is made between Newmont Corporation, a Delaware corporation ("Newmont"), and the director of the Newmont Board of Directors who has signed this Agreement below ("Director").

WHEREAS, in recognition of the Director's service as a director of Newmont rendered and to be rendered during the 2025 calendar year, the Board of Directors, the Leadership Development and Compensation Committee and the Corporate Governance and Nominating Committee (collectively referred to as the "Newmont Committee") has awarded Director, pursuant to the terms and conditions of this Agreement and those of the Newmont Corporation 2020 Stock Incentive Compensation Plan ("Plan"), the number of Director Restricted Stock Units ("DSUs") specified below. Each DSU represents a right to receive a share of Newmont Common Stock ("Common Stock") (rounded down to the nearest whole share), subject to the conditions and restrictions set forth in this Agreement and the Plan. Capitalized terms used but not defined herein shall have the meanings given such terms in the Plan.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Newmont hereby documents such award to Director of **[insert number]** DSUs and, in connection with such award, Newmont and Director hereby agree as follows:

1. Immediate Vesting. The DSUs are immediately fully vested and nonforfeitable.

2. No Ownership Rights Prior to Issuance of Common Stock. Director shall not have any rights as a stockholder of Newmont with respect to the shares of Common Stock underlying the DSUs, including but not limited to the right to vote with respect to such shares of Common Stock, until and after such shares of Common Stock have been actually issued to Director and transferred on the books and records of Newmont; *provided, however,* that each DSU shall accrue Dividend Equivalents during the period from the date of this Agreement until the date such shares are delivered in accordance with Section 3, payable in cash at the time specified in Section 3 below.

3. Delivery of Shares of Common Stock. Within thirty (30) days following the date of Director's retirement from the Board, Newmont shall cause to be delivered to Director the full number of shares of Common Stock underlying the DSUs, together with all accrued Dividend Equivalents, subject to satisfaction of any applicable tax withholding pursuant to Section 5 hereof and Section 16 of the Plan. For purposes of this Agreement, "retirement" from the Board means separation from service (as a director, employee and all other service provider relationships) with Newmont and the Affiliates and Subsidiaries under any circumstances, including due to death. For the avoidance of doubt, a separation from service must meet the requirements of a "separation from service" within the meaning of Section 409A of the Code if Director is a U.S. taxpayer.

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4. ***Nature of Grant.*** Director acknowledges receipt of and understands and agrees to the terms of this Agreement and the Plan. In addition to the above terms, Director understands, acknowledges, and agrees to the following provisions:

(a) The Plan (and the Plan Prospectus) are available for Director's review on Fidelity.com, and also have been made available to Director in a hard copy format, and Director agrees to be bound by all of the terms and provisions thereof, including the terms and provisions adopted after the date of this Agreement but prior to the distribution of Common Stock underlying the DSUs. If and to the extent that any provision contained in this Agreement is inconsistent with the Plan, the Plan shall govern.

(b) As of the date of this Agreement, the Agreement and the Plan set forth the entire understanding between Director and Newmont regarding the DSUs and the shares of Common Stock underlying the DSUs and supersede any and all prior oral and written agreements pertaining to the DSUs and/or such shares.

(c) The Plan is established voluntarily by Newmont, it is discretionary in nature, and it may be modified, amended, suspended or terminated by Newmont at any time as set forth in the Plan.

(d) The grant of DSUs under the Plan at this time does not in any way obligate Newmont or its Subsidiaries to grant additional DSUs in any future year or in any given amount. All decisions with respect to future DSU grants, if any, will be made at the sole discretion of Newmont.

(e) Director's acceptance of the DSUs, including the terms and conditions herein, is voluntary.

(f) The future value of the shares of Common Stock acquired by Director under this Agreement and the Plan is unknown, indeterminable and cannot be predicted with certainty.

(g) This Agreement and the grant of DSUs and Director's participation in the Plan shall not create a right to employment or service or be interpreted as forming or amending an employment or service contract with Newmont or any Affiliate or Subsidiary.

(h) The DSUs and the shares of Common Stock subject to the DSUs, and the income and value of same, are not intended to constitute or replace pension rights or compensation, if any.

(i) For Directors who reside outside the U.S., neither Newmont, nor any Affiliate or Subsidiary, shall be liable for any foreign exchange rate fluctuation between Director's local currency and the United States Dollar that may affect the value of the DSUs or of any amounts due to Director pursuant to the vesting of the DSUs or the subsequent sale of any shares of Common Stock acquired at vesting.

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5. Withholding Taxes. Director acknowledges and agrees that, regardless of any action taken by Newmont with respect to any or all income tax, social insurance, fringe benefits tax, payroll tax, payment on account or other tax-related items related to Director's participation in the Plan and legally applicable to Director ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Director's responsibility and may exceed the amount actually withheld by Newmont, if any. Director further acknowledges and agrees that Newmont (i) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the DSUs, including, without limitation, the grant, vesting or settlement of the DSUs, the issuance of Shares, the subsequent sale of shares of Common Stock acquired pursuant to such issuance, and the receipt of any dividends and/or Dividend Equivalents; and (ii) does not commit to and are under no obligation to structure the terms of the grant or any aspect of the DSUs to reduce or eliminate Director's liability for Tax-Related Items or achieve any particular tax result. Further, Director acknowledges and agrees that if Director is subject to tax in more than one jurisdiction, Newmont may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, Director agrees to make adequate arrangements satisfactory to Newmont to satisfy all Tax-Related Items. In this regard, Director authorizes Newmont or its agent to satisfy any applicable withholding obligations or rights with regard to all Tax-Related Items by withholding in shares of Common Stock to be issued upon settlement of the DSU. In the event that such withholding in shares of Common Stock is problematic under applicable tax or securities law or has materially adverse accounting consequences, by Director's acceptance of the DSU, they authorize and direct Newmont to withhold from their wages or other cash compensation paid to Director by Newmont to satisfy any applicable withholding obligations for Tax-Related Items.

Newmont may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates in Director's jurisdiction(s), including maximum applicable rates to the extent permitted by the Plan. In the event of over-withholding, Director may receive a refund of any over-withheld amount in cash (with no entitlement to the equivalent in Common Stock) or if not refunded, Director may be able to seek a refund from the local tax authorities. In the event of under-withholding, Director may be required to pay any additional Tax-Related Items directly to the applicable tax authority or to Newmont. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Director is deemed to have been issued the full number of shares of Common Stock subject to the vested DSUs, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

Finally, Director agrees to pay to Newmont, including through withholding from cash compensation paid to them by Newmont, any amount of Tax-Related Items that Newmont may be required to withhold or account for as a result of their participation in the Plan that cannot be satisfied by the means previously described. Newmont may refuse to issue or deliver the shares or the proceeds of the sale of shares of Common Stock, if Director fails to comply with any obligations in connection with the Tax-Related Items.

6. <u>Privacy Information and Consent</u>. Newmont headquarters is located at 6900 E. Layton Ave., Suite 700, Denver, Colorado 80237 U.S.A., and grants awards to Directors of Newmont and its Affiliates and Subsidiaries, at Newmont's sole discretion. If Director would like to participate in the Plan, please review the following information about Newmont's data processing practices and declare Director's consent by signing this Agreement.

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(a) Data Collection and Usage. Newmont collects, processes and uses personal data of Directors, including name, home address and telephone number, date of birth, social insurance number or other identification number, salary, citizenship, job title, any shares of Common Stock or directorships held in Newmont, and details of all awards or other entitlements to shares of Common Stock, granted, canceled, exercised, vested, unvested or outstanding in Director's favor, which Newmont receives from Director. If Newmont offers Director an award under the Plan, then Newmont will collect Director's personal data for purposes of allocating stock and implementing, administering and managing the Plan. Newmont's legal basis for the processing of Director's personal data would be their consent.

(b) Stock Plan Administration Service Providers. Newmont transfers data to Fidelity Investments, an independent service provider based in the United States, which assists Newmont with the implementation, administration and management of the Plan. In the future, Newmont may select a different service provider and share Director's data with another company that serves in a similar manner. Newmont's service provider will open an account for Director to receive shares of Common Stock. Director will be asked to agree on separate terms and data processing practices with the service provider, which is a condition to Director's ability to participate in the Plan.

(c) International Data Transfers. Newmont and its service providers are based in the United States. If Director is outside the United States, Director should note that their country has enacted data privacy laws that are different from the United States. Newmont's legal basis for the transfer of Director's personal data is their consent.

(d) Data Retention. Newmont will use Director's data only as long as is necessary to implement, administer and manage Director's participation in the Plan or as required to comply with legal or regulatory obligations, including under tax and security laws. When Newmont no longer needs Director's personal data, which will generally be seven (7) years after Director is granted awards under the Plan, Newmont will remove it from its systems. If Newmont keeps the data longer, it would be to satisfy legal or regulatory obligations and Newmont's legal basis would be relevant laws or regulations.

(e) Voluntariness and Consequences of Denial or Withdrawal. Director's participation in the Plan and Director's grant of consent is purely voluntary. Director may deny or withdraw their consent at any time. If Director does not consent, or if Director withdraws their consent, Director cannot participate in the Plan. This would not affect Director's career; Director would merely forfeit the opportunities associated with the Plan.

(f) Data Subject Rights. Director has a number of rights under data privacy laws in their country. Depending on where Director is based, Director's rights may include the right to (i) request access or copies of personal data Newmont processes, (ii) rectification of incorrect data, (iii) deletion of data, (iv) restrictions on processing, (v) portability of data, (vi) to lodge complaints with the competent tax authorities in Director's country, and/or (vii) a list with the names and addresses of any potential recipients of Director's personal data. To receive clarification regarding Director's rights or to exercise Director's rights please contact Newmont at Newmont Corporation, 6900 E. Layton Ave., Suite 700, Denver, Colorado 80237 U.S.A., attention: Director of Compensation, Newmont Corporate.

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If Director agrees with the data processing practices as described in this notice, please declare Director's consent by signing this Agreement.

7. Miscellaneous

(a) ***No Right to Continued Service.*** Neither the DSUs nor any terms contained in this Agreement shall confer upon Director any express or implied right to be retained in the service of Newmont or any Affiliate or any Subsidiary for any period at all, nor restrict in any way the right of Newmont or any such Affiliate or Subsidiary, which right is hereby expressly reserved, to terminate their service at any time with or without cause, subject to applicable law and the applicable provisions of Newmont's Certificate of Incorporation and By-laws.

(b) ***Compliance with Laws and Regulations.*** The award of the DSUs to Director and the obligation of Newmont to deliver shares of Common Stock hereunder shall be subject to (a) all applicable federal, state, local and non-United States laws, rules and regulations, and (b) any registration, qualification, approvals or other requirements imposed by any government or regulatory agency or body which the Newmont Committee shall, in its sole discretion, determine to be necessary or applicable. Moreover, shares of Common Stock shall not be delivered hereunder if such delivery would be contrary to applicable law or the rules of any stock exchange.

(c) ***Investment Representation.*** If at the time of delivery of shares of Common Stock, the Common Stock is not registered under the Securities Act of 1933, as amended (the "Securities Act"), and/or there is no current prospectus in effect under the Securities Act with respect to the Common Stock, Director shall, if requested by the Newmont Committee, execute, prior to the delivery of any shares of Common Stock to Director by Newmont, an agreement (in such form as the Newmont Committee may specify) in which Director represents and warrants that Director is purchasing or acquiring the shares acquired under this Agreement for Director's own account, for investment only and not with a view to the resale or distribution thereof, and represents and agrees that any subsequent offer for sale or distribution of any kind of such shares shall be made only pursuant to either (i) a registration statement on an appropriate form under the Securities Act, which registration statement has become effective and is current with regard to the shares being offered or sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption Director shall, prior to any offer for sale of such shares, obtain a prior favorable written opinion, in form and substance satisfactory to the Newmont Committee, from counsel for or approved by the Newmont Committee, as to the applicability of such exemption thereto.

(d) ***Notices.*** Any notice or other communication required or permitted hereunder shall, if to Newmont, be in accordance with the Plan, and, if to Director, be in writing and delivered in person or by electronic means or by registered or certified mail or overnight courier, postage prepaid, addressed to Director at their last known address or email address as set forth in Newmont's records or by such other means as set forth under Section 7(l) herein.

(e) ***Severability.*** The provisions of this Agreement are severable and if any one or more of the provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

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(f) ***Governing Law and Venue.*** Except as to matters concerning the issuance of Common Stock or other matters of corporate governance, which shall be determined, and related DSU provisions construed, under the General Corporation Law of the State of Delaware, this Agreement shall be governed by the laws of the State of Colorado, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties hereto submit to the exclusive jurisdiction and venue of the federal or state courts of Colorado to resolve any and all issues that may arise out of or relate to this Agreement or the Plan, and Director waives any defense to such governing law and venue, including but not limited to any defense based on subject matter or personal jurisdiction.

(g) ***Transferability of DSUs / Agreement.*** This Agreement and DSUs granted hereunder may not be transferred, assigned, pledged or hypothecated by either party hereto, other than by will or by the laws of descent and distribution or by operation of law. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, including, in the case of Director, their estate, heirs, executors, legatees, administrators, designated beneficiary and personal representatives. Nothing contained in this Agreement shall be deemed to prevent transfer of the DSUs in the event of Director's death in accordance with Section 12(b) of the Plan.

(h) ***No Advice Regarding Award.*** Neither Newmont, nor any Affiliates or Subsidiary, is providing any tax, legal or financial advice, nor are they making any recommendations regarding Director's participation in the Plan, or their acquisition or sale of the underlying shares of Common Stock. Director should consult with their own personal tax, legal and financial advisors regarding their participation in the Plan before taking any action related to the Plan, this Agreement, and/or the DSUs.

(i) ***Appendix A.*** The award of DSUs and the DSUs shall be subject to any terms and conditions set forth in Appendix A to this Agreement for Director's country. Moreover, if Director relocates to or becomes a resident of, one of the countries included in Appendix A, the terms and conditions for such country will apply to Director, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.

(j) ***Imposition of Other Requirements.*** Newmont reserves the right to impose other requirements on Director's participation in the Plan, on the DSUs and on any shares of Common Stock acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require Director to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

(k) ***Language.*** Director acknowledges and agrees that they are sufficiently proficient in English, or, alternatively, Director acknowledges and agrees that they will seek appropriate assistance, to understand the terms and conditions in this Agreement. Furthermore, if Director received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated versions is different than the English version, the English version will control, unless otherwise required by applicable law .

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(l) ***Electronic Delivery and Acceptance.*** Newmont may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. Director hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by Newmont or a third party designated by Newmont.

(m) ***Waiver*****.** Director acknowledges and agrees that a waiver by Newmont of breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach of this Agreement.

(n) ***Insider-Trading/Market-Abuse Laws*****.** Director acknowledges and agrees that, depending on their country or broker's country, or the country in which Common Stock is listed, they may be subject to insider trading restrictions and/or market abuse laws in applicable jurisdictions, which may affect their ability to accept, acquire, sell or attempt to sell, or otherwise dispose of the shares of Common Stock, rights to shares of Common Stock (*e.g.*, DSUs) or rights linked to the value of Common Stock, during such times as Director is considered to have "inside information" regarding Newmont (as defined by the laws or regulations in applicable jurisdictions, including the United States and Director's country). Local insider trading laws and regulations may prohibit the cancellation or amendment of orders Director placed before possessing inside information. Furthermore, Director may be prohibited from (i) disclosing insider information to any third party, including fellow directors (other than on a "need to know" basis) and (ii) "tipping" third parties or causing them to otherwise buy or sell securities. Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable Newmont insider trading policy (such as Newmont's Stock Trading Standard). Director is responsible for complying with any applicable restrictions, so they should speak to their personal legal advisor for further details regarding any applicable insider-trading and/or market-abuse laws in their country.

(o) ***Foreign Asset/Account Reporting Requirements***. Director acknowledges and agrees that there may be certain foreign asset and/or account reporting requirements which may affect their ability to acquire or hold the shares of Common Stock acquired under the Plan or cash received from participating in the Plan (including from any dividends paid on the shares of Common Stock acquired under the Plan) in a brokerage or bank account outside their country. Director may be required to report such accounts, assets or transactions to the tax or other authorities in their country. Director also may be required to repatriate sale proceeds or other funds received as a result of participating in the Plan to their country through a designated bank or broker within a certain time after receipt. Director acknowledges and agrees that it is their responsibility to be compliant with such regulations, and they should speak to their personal advisor on this matter.

8. Counterparts. This Agreement may be executed in two counterparts, each of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Newmont Corporation has caused this Agreement to be executed by a duly authorized officer, and Director has executed this Agreement, both effective as of the date first written above.

NEWMONT CORPORATION

By: _____
Name: Logan Hennessey
Title: Senior Vice President, Deputy General Counsel and Corporate Secretary

Accepted and Agreed to by:

_____
Director

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APPENDIX A

NEWMONT CORPORATION
2020 STOCK INCENTIVE COMPENSATION PLAN
GLOBAL 2025 DIRECTOR STOCK UNIT AGREEMENT

Unless otherwise provided below, capitalized terms used but not explicitly defined in this Appendix A shall have the same definitions as in the Plan and/or the Agreement (as applicable).

Terms and Conditions

This Appendix A includes additional country-specific terms and conditions that govern Director's DSUs if they reside and/or work in one of the countries listed herein.

If Director is a citizen or resident of a country other than the one in which they are currently residing and/or working, relocates to another country after the DSUs are granted, or are considered a resident of another country for local law purposes, the terms and conditions of the DSUs contained herein may not be applicable to Director, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to them.

Notifications

This Appendix A also includes information regarding certain issues of which Director should be aware with respect to their participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of April 2025. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Director not rely on the information in this Appendix A as the only source of information relating to the consequences of their participation in the Plan because the information may be out of date at the time that Director's DSUs vest or they sell shares of Common Stock acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Director's particular situation, and the Company is not in a position to assure them of a particular result. Accordingly, Director should seek appropriate professional advice as to how the relevant laws in their country may apply to their situation.

Finally, if Director is a citizen or resident of a country other than the one in which they is currently residing and/or working, transfer service after the DSUs are granted, or are considered a resident of another country for local law purposes, the information contained herein may not apply to Director.

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AUSTRALIA

Terms and Conditions

Form of Settlement. Notwithstanding any discretion in the Plan or anything contrary in Section 2 of the Agreement, due to tax considerations in Australia, the DSU grant (including any Dividend Equivalents) does not provide any right for Director to receive a cash payment, and the DSUs (including any Dividend Equivalents related thereto) are payable only in shares of Common Stock.

Notifications

Securities Law Notification. The offer of DSUs is being made under Division 1A, Part 7.12 of the Australian *Corporations Act 2001 (Cth)*.

Tax Information. The Plan is a plan to which Subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to the conditions in the Act).

Exchange Control Information. Exchange control reporting is required for cash transactions exceeding A$10,000 and international fund transfers. The Australian bank assisting with the transaction will file the report. If there is no Australian bank involved in the transfer, Director will be required to file the report.

CANADA

Terms and Conditions

The following provisions apply if Director is a resident of Quebec:

Data Privacy. The following provision supplements Section 6 of the Agreement:

Director hereby authorizes Newmont and its representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. Director further authorizes Newmont, any parent or Subsidiary of Newmont, and any stock plan service provider that may be selected by Newmont to assist with the Plan to disclose and discuss the Plan with their respective advisors. Director further authorizes Newmont and any parent or Subsidiary of Newmont to record such information and to keep such information in Director's file. Director acknowledges and agrees that their personal information, including sensitive personal information, may be transferred or disclosed outside of the province of Quebec, including to the United States. Finally, Director acknowledges, agrees and authorizes Newmont and other parties involved in the administration of the Plan to use technology for profiling purposes and to make automated decisions that may have an impact on Director or the administration of the Plan.

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Notifications

Securities Law Information. Director is permitted to sell shares of Common Stock acquired through the Plan through the designated broker appointed under the Plan, if any, provided the resale of shares of Common Stock acquired under the Plan takes place outside Canada through the facilities of a stock exchange on which the shares of Common Stock are listed on the New York Stock Exchange.

Foreign Asset/Account Reporting Information. Canadian residents are required to report foreign specified property, including shares of Common Stock and rights to receive shares of Common Stock (*e.g.*, DSUs), on form T1135 (Foreign Income Verification Statement) if the total cost of the foreign specified property exceeds C$100,000 at any time during the year. DSUs must be reported (generally, at a nil cost) if the C$100,000 cost threshold is exceeded because of other foreign specified property held by Director. When shares of Common Stock are acquired, their cost generally is the adjusted cost base ("ACB") of the shares of Common Stock. The ACB would ordinarily equal the fair market value of the shares of Common Stock at the time of acquisition, but if Director owns other shares of Common Stock, this ACB may have to be averaged with the ACB of the other shares of Common Stock.

ITALY

Plan Document Acknowledgement. By accepting the DSUs, Director acknowledges and agrees that they have received a copy of the Plan, has reviewed the Plan and the Agreement in their entirety and fully understands and accepts all provisions of the Plan and the Agreement. Director further acknowledges and agrees that they have read and specifically and expressly approves the following clauses in the Agreement: Section 1: Immediate Vesting; Section 4: Nature of Grant; Section 5: Withholding Taxes; Section 6: Privacy Information and Consent; Section 7(f): Governing Law and Venue; Section 7(j): Imposition of Other Requirements; and Section 7(l): Electronic Delivery and Acceptance.

MEXICO

Plan Document Acknowledgement. By accepting the DSUs, Director acknowledges and agrees that they have received a copy of the Plan and the Agreement, including this Appendix A which Director has reviewed. Director acknowledges and agrees further that they accept all the provisions of the Plan and the Agreement, including this Appendix A. Director also acknowledges and agrees that they have read and specifically and expressly approves the terms and conditions set forth in Section 4 ("Nature of Grant") in the Agreement, which clearly provides as follows:

(1) Director's participation in the Plan does not constitute an acquired right;

(2) The Plan and Director's participation in it are offered by Newmont on a unilateral and wholly discretionary basis;

(3) Director's participation in the Plan is voluntary; and

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(4) Newmont and its Parents, Subsidiaries and Affiliates are not responsible for any decrease in the value of any shares of Common Stock acquired at vesting and settlement of the DSUs.

Labor Law Policy and Acknowledgment. By accepting the DSUs, Director expressly recognizes that Newmont, with registered offices at 6900 E. Layton Avenue, Suite 700, Denver, Colorado 80237 U.S.A., is solely responsible for the administration of the Plan. Director further acknowledges and agrees that their participation in the Plan, the grant of the award and any acquisition of shares of Common Stock under the Plan do not constitute a service relationship nor a labor relationship between Director and Newmont because Director is participating in the Plan on a wholly commercial basis. Based on the foregoing, Director expressly acknowledges and agrees that the Plan and the benefits that they may derive from participation in the Plan do not establish any rights between Director and Newmont, and do not form part of the service conditions and/or benefits provided by Newmont, and any modification of the Plan or its termination shall not constitute a change or impairment of the terms and conditions of Director's service agreement, if any.

Director further understands that their participation in the Plan is the result of a unilateral and discretionary decision of Newmont and, therefore, Newmont reserves the absolute right to amend and/or discontinue Director's participation in the Plan at any time, without prior notice and without any liability to Newmont.

Finally, Director hereby declares that they do not reserve to themself any action or right to bring any claim against Newmont for any compensation or damages regarding any provision of the Plan or the benefits derived under the Plan, and that they therefore grant a full and broad release to Newmont and any Parent or Subsidiary, Affiliates, branches, representation offices, shareholders, officers, agents and legal representatives with respect to any claim that may arise.

Spanish Translation

Reconocimientos. Al aceptar las unidades de acciones restringidas ("DSUs"), el Director reconoce que ha recibido una copia del Plan, y del Acuerdo, incluyendo este Apéndice, mismo que ha sido revisado por el Director. El Director reconoce, además, que acepta todas las disposiciones del Plan, y del Acuerdo, incluyendo este Apéndice. El Director también reconoce que ha leído y específica y expresamente aprueba de los terminos y condiciones establecidas en la Sección 4 del Acuerdo ("Naturaleza de la Subvención"), que claramente establece lo siguiente:

(1) La participación del Director en el Plan no constituye un derecho adquirido;

(2) El Plan y la participación del Director en el Plan se ofrecen por la Compañía ("Newmont") de manera unilateral y totalmente discrecional;

(3) La participación del Director en el Plan es voluntaria; y

(4) Newmont y sus Matrices, Subsidiarias y filiales no son responsables por cualquier disminución en el valor de las Acciones adquiridas cuando las DSUs se maduren.

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Reconocimiento del Servicio y Declaración de la Política. Al aceptar el premio, el Director reconoce que Newmont, con domicilio registrado ubicado en 6900 E. Layton Avenue, Suite 700, Denver, Colorado 80237 U.S.A., es la única responsable por la administración del Plan. Además, el Director reconoce que su participación en el Plan, el otorgamiento del Premio y cualquier adquisición de Acciones de conformidad con el Plan no constituyen una relación de servicio, ni relación de trabajo entre el Director y Newmont, ya que el Director está participando en el Plan en sobre una base exclusivamente comercial. Con base en lo anterior, el Director expresamente reconoce que el Plan y los beneficios que le deriven de la participación en el Plan no establecen derecho alguno entre el Director y Newmont, y no forma parte de las condiciones de trabajo y/o las prestaciones otorgadas por Newmont, y que cualquier modificación al Plan o su terminación no constituye un cambio o desmejora de los términos y condiciones de cualquier contrato de servicios del Director, de haber alguno.

Además, el Director entiende que su participación en el Plan es resultado de una decisión unilateral y discrecional de Newmont y, por lo tanto, Newmont se reserva el derecho absoluto de modificar y/o discontinuar la participación del Director en el Plan en cualquier momento, sin aviso previo y sin responsabilidad alguna para Newmont.

Finalmente, el Director en este acto manifiesta que no se reserva ninguna acción o derecho para interponer una demanda o reclamación en contra de Newmont por cualquier compensación o daño o perjuicio en relación con cualquier disposición del Plan o los beneficios derivados del Plan y, en consecuencia, otorga un amplio y total finiquito a Newmont, cualesquier Matriz, Filial, Afiliada, sucursales, oficinas de representación, accionistas, directores, funcionarios, agentes y representantes con respecto a cualquier demanda o reclamación que pudiera surgir.

Notifications

Securities Law Information. The DSUs granted, and any shares of Common Stock acquired, under the Plan have not been registered with the National Register of Securities maintained by the Mexican National Banking and Securities Commission and cannot be offered or sold publicly in Mexico. In addition, the Plan, the Agreement and any other document relating to the DSUs may not be publicly distributed in Mexico. These materials are addressed to Director because of Director's existing relationship with Newmont, and these materials should not be reproduced or copied in any form. The offer contained in these materials does not constitute a public offering of securities but rather constitutes a private placement of securities addressed specifically to individuals who are present service providers of Newmont or any Subsidiary in Mexico made in accordance with the provisions of the Mexican Securities Market Law, and any rights under such offering shall not be assigned or transferred.

UNITED KINGDOM

There are no country-specific provisions.

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Newmont

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News Release

NYSE: NEM, TSX: NGT
ASX: NEM, PNGX: NEM

Newmont Promotes Natascha Viljoen to President and Chief Operating Officer

DENVER – May 2, 2025 – Newmont Corporation (NYSE: NEM, TSX: NGT, ASX: NEM, PNGX: NEM) ("Newmont") today announced that Natascha Viljoen, Executive Vice President and Chief Operating Officer, has been promoted to President and Chief Operating Officer of the company. Ms. Viljoen will continue to report directly to Chief Executive Officer Tom Palmer.

"This promotion is a recognition of Natascha's strong leadership as Chief Operating Officer since 2023, her commitment to safe operational delivery and deep connections with people both inside and outside the company," said Palmer. "Natascha's energy, passion and resolve will continue to be critical assets as we work to improve costs and productivity to deliver value to shareholders."

Palmer added, "This new leadership role for Natascha, which provides a balance of both strategic and operational focus, is right for the company at this time. Now that we have completed the rationalization of our portfolio following the Newcrest acquisition, we want to ensure that our leadership team is in the best position to support our people throughout the company to safely deliver on our commitments now and in the future. Natascha's new role is an important step in making that happen."

Prior to joining Newmont, Natascha served as the Chief Executive Officer of Anglo American Platinum, the world's largest primary producer of platinum. Natascha is a metallurgical engineer and holds a Bachelor of Engineering from North West University in South Africa and an Executive MBA from the University of Cape Town, South Africa.

"I am honored and excited to have this opportunity to serve as President and Chief Operating Officer of Newmont, a company whose values I share and whose people I respect," said Viljoen. "I am looking forward to leading our efforts in this new capacity, and to ensure that all of our stakeholders – our teams, host communities, partners, customers and shareholders – benefit from our world-class portfolio."

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About Newmont

Newmont is the world's leading gold company and a producer of copper, zinc, lead, and silver. The Company's world-class portfolio of assets, prospects and talent is anchored in favorable mining jurisdictions in Africa, Australia, Latin America & Caribbean, North America, and Papua New Guinea. Newmont is the only gold producer listed in the S&P 500 Index and is widely recognized for its principled environmental, social, and governance practices. Newmont is an industry leader in value creation, supported by robust safety standards, superior execution, and technical expertise. Founded in 1921, the Company has been publicly traded since 1925.

At Newmont, our purpose is to create value and improve lives through sustainable and responsible mining. To learn more about Newmont's sustainability strategy and initiatives, go to www.newmont.com.

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Cautionary Statement Regarding Forward-Looking Statements

This news release may contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are intended to be covered by the safe harbor created by such sections and other applicable laws. Where a forward-looking statement expresses or implies an expectation or belief as to future events or results, such expectation or belief is expressed in good faith and believed to have a reasonable basis. However, such statements are subject to risks, uncertainties and other factors, which could cause actual results to differ materially from future results expressed, projected or implied by the forward-looking statements. Forward-looking statements in this news release include, without limitation, expectation regarding cost and productivity improvements and other statements regarding future events or results. For a discussion of risks and other factors that might impact future looking statements , see the Company's Annual Report on Form 10-K for the year ended December 31, 2024 filed with the U.S. Securities and Exchange Commission on February 21, 2025, under the heading Risk Factors.

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