

BUSINESS AGREEMENT

BETWEEN

ORM GLOBAL LIMITED

AND

A.M.A.G INVESTMENT LIMITED

APRIL, 2023

This BUSINESS AGREEMENT ("**BA**") is made on the 14th day of April
2023 ("**Effective Date**") by and

BETWEEN

A.M.A.G Investment Limited is a business investment company based in Israel that focuses on investing in other companies to achieve its profit and growth objectives. The company's strategy is to identify promising businesses and invest in them to help them achieve their full potential.

AND

ORM Global Limited is an Israel-based company extended to Tanzania to establish a state-of-the-art manufacturing facility to process copper ore into the Copper Cathode, with the compliance number 163837609 as per Tanzania's Companies Act, 2022. Its headquarters are positioned in the Same district, Kilimanjaro region.

WHEREAS:

A.M.A.G Investment Limited has agreed to invest in the installation and initial **ORM** operations.

WHEREAS, the purpose of this agreement is to establish a business relationship between **A.M.A.G** and **ORM** in which **A.M.A.G** will provide funding for **ORM's** operations and growth. In exchange, **ORM** will provide **A.M.A.G** with equity in the company and a share of the profits generated by **ORM**.

The funding provided by **A.M.A.G** will be critical to **ORM's** success in its primary stages. It will enable **ORM** to set up the necessary systems and infrastructure required to support its operations and lay the foundation for future growth.

In addition to providing funding for infrastructure and systems, the funding will also be used for the acquisition of copper plants and the equipment needed to operate them. This will enable **ORM** to expand its operations and increase its production capacity, which in turn will lead to increased revenue and profits for the company. The funding provided by **A.M.A.G** will also help **ORM** to attract and retain talented employees, which will be essential to the company's success.

NOW, THEREFORE, the parties hereby agree as follows:

WHEREAS;

A.M.A.G Investment Limited will do the following:

- a) Conduct due diligence,
- b) Analyze the primary and secondary data presented by ORM,
- c) Conduct auditing procedures,
- d) Provide guidance on the entry strategy,
- e) Provide international markets for ORM,
- f) Fund all the primary operational costs.

ORM Global Limited will do the following:

- a) Draft a business plan,
- b) Prepare all necessary documents,
- c) Conduct primary and secondary data collection,
- d) Ensure business and environmental compliance,
- e) Share a quarterly Report on the funding.

4.0 Financial Implications

A.M.A.G confirms the total amount of the investment is **626,531,000 TSHS** and **A.M.A.G** commits to disburse the amount to **ORM's** bank account immediately after completing the business registration.

5.0 TERM AND TERMINATION

- 5.1 The term of this partner agreement shall be for a period of **5 (Five) years** starting from the date this agreement is signed and may be extended upon written mutual agreement by both parties.
- 5.2 Either Party may terminate this partner agreement for convenience by issuing Thirty (30) days' written notice to the other Party.
- 5.3 Any rights accrued prior to termination of this MOU shall not be affected by either party.
- 5.4 This MOU can be reviewed and/or modified at the request of either party; depending on the level of performance on the agreed assignment.

6.0 BINDING

- 6.1 The responsibilities and obligations of the parties shall be binding according to this MOU.
- 6.2 Notwithstanding the aforementioned, each Party has the right to control the manner and means in which their duties and activities are completed, provided at all times that they meet the agreed specifications and they deliver the services contemplated by this MOU in full satisfaction of the standards and requirements specified.
- 6.3 In the implementation of this MOU, the Parties undertake to observe utmost good faith and warrant that they will refrain from prejudicing their respective rights and interests.

7.0 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this MOU shall be taken to represent an assignment, license, or grant of other rights in or under such Intellectual Property Rights to the other Party.
- 7.2 Other than as provided herein, neither Party may use the name, logo, or any other trademark or service marks of the other Party in any advertising, signage, marketing materials, brochures, or any other materials in any medium without the other Party's prior written consent. Any such permitted use shall be only pursuant to the guidelines or instructions provided by the other Party.

8.0 CONFIDENTIALITY

- 8.1 Neither Party is permitted to use the Confidential Information obtained hereunder unless such use falls within the scope of this MOU as set out in Clause 2 above. The Parties shall keep in the strictest confidence any Confidential Information obtained under the MOU and shall not divulge the same to any third party without the consent in writing of the other Party. The Confidential Information shall remain the property of the disclosing Party.
- 8.2 The receiving party shall not be prevented from disclosing any Confidential Information where it can demonstrate by documentation that such information:
 - a) was in the public domain otherwise than by breach of this MOU;
 - b) was in the possession of the receiving Party before divulgence;
 - c) was obtained from a third party who is legally free to divulge the same;
 - d) is required to be disclosed by law or in any arbitration or ADR proceedings, or under the rules or procedures of any regulatory body or relevant recognized stock exchange.
- 8.3 The Parties shall only divulge Confidential Information to those of its or its affiliates employees who are directly involved in the MOU and will ensure that such employees are aware of and comply with the obligations as to confidentiality.

8.4 The existence of this partner agreement and of any relationship between the Parties concerning the MOU is confidential and neither Party will publish or permit to be published any information about their relationship unless that information has first been approved for publication by the other Party.

9.0 LIABILITY

Under no circumstances shall either Party be liable to the other Party under this PA for any loss of production, loss of use, loss of business, loss of data, loss of access or revenue or any special indirect, incidental or consequential damage of any nature, whether or not the possibility of such damages could have been reasonably foreseen.

10.0 NOTICES

Any notice or other communication under this MOU shall be in writing and shall be deemed to have duly given or made when it has been delivered by hand, mail fax or, email as the case may be by either Party to the other at the appropriate address specified below or such other address as either Party may hereinafter notify in writing to the other Party

For A.M.A.G

The Managing Director
A.M.A.G Investments Limited
HaMasger Street 35, Tel Aviv-Yafo, israel
Zip:6721407,
Israel

For ORM

The Managing Director
ORM Global Limited
Plot no. 490, block no. A, house no. 1,
Mikocheni B Kinondoni district - Dar es salaam
Tanzania

11.0 GENERAL PROVISIONS

11.1 **Entirety:** This MOU contains the entire understanding and agreement between the Parties in connection with the purpose of this MOU and excludes any representations, promises, terms, conditions, or obligations whether express or implied, oral or written other than those contained within the MOU.

11.2 **Expenses:** Each Party will be responsible for its own costs in relation to all matters arising out of this MOU in accordance with either Party's responsibility stipulated under the matrix of responsibilities.

- 11.3 **Variation:** This MOU may only be amended by a written agreement signed by the authorized representatives of the parties.
- 11.4 **Dispute Resolution:** In the event of any dispute or disputes arising out of the implementation of this MOU, the Parties hereto shall endeavour to resolve such dispute or disputes amicably among themselves, and where consensus cannot be reached, either Party may refer such dispute or disputes to the Court of competent jurisdiction in the United Republic of Tanzania and the Government of Israel.
- 11.5 **Severability:** In case one or more provisions contained in this MOU shall for any reason be held to be invalid, illegal, or not enforceable in any respect, such invalid, illegal or non-enforceable provision shall be deemed never to have been contained herein and unless the said provision affects the very essence of this MOU, it will be severed for the MOU and Parties will be bound by the remaining provisions of the MOU. In the event of such invalidity, illegality, or non-enforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending the provision in this MOU and adding a new legally valid and enforceable provision.
- 11.6 **Law and Jurisdiction:** This MOU shall be governed by and construed in accordance with the Laws of the United Republic of Tanzania and the Laws of Israel.

IN WITNESS WHEREOF, each of the Parties causes this MOU to be executed by the hand of their duly authorized representatives

SEALED with the **COMMON SEAL** of **A.M.G.A**
and **DELIVERED** in the presence
of us this 15 day of 04 2023

SEAL/OFFICIAL STAMP

Signature.....

Name...ezra erez malka.....

Position..Director.....

Date...15.04.2023.....

A.M.A.G Investment Ltd
515622652

Signature.....

Name...Eric Kamukisha.....

Position...Advocate.....

Date...15th April 2023.....



SEALED/STAMPED with the **COMMON SEAL/ OFFICIAL STAMP** of **ORM GLOBAL COMPANY LIMITED** and **DELIVERED** in the presence of us this 15 day of 04 2023

SEAL/OFFICIAL STAMP

Signature..... [Handwritten Signature]

Name..mohamed.ibrahim.....

ORM GLOBAL LIMITED
516759156

Position...Director.....

Date....15.04.2023.....

Signature..... [Handwritten Signature]

Name ERICK KAMUGISHA RWIZERA

Position... Director

Date... 15th April 2023

