

MEMORANDUM OF UNDERSTANDING

理解备忘录

Between
WE SHARE FUTURE LIMITED
And
GEITA RESOURCES LIMITED

由
WE SHARE FUTURE LIMITED
及
GEITA RESOURCES LIMITED
簽訂

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MEMORANDUM OF UNDERSTANDING

理解备忘录

This MEMORANDUM OF UNDERSTANDING is made this 19TH August 2024
between GEITA RESOURCES LIMITED
and WE SHARE FUTURE LIMITED.

本理解备忘录是由 WE SHARE FUTURE LIMITED
及 GEITA RESOURCES LIMITED 于 2024 年 月 日签订。

GEITA RESOURCES LIMITED: a company duly incorporated under the laws of Tanzania with its principal place of business at _____ Dar es Salaam, Tanzania, whose address is Postal Office Box Number...., Dar es Salaam, Tanzania(herein referred to as the "License Holder").

GEITA RESOURCES LIMITED 是一家根据坦桑尼亚法律正式成立的公司，其主要营业地点位于坦桑尼亚达累斯萨拉姆 _____，其地址为坦桑尼亚达累斯萨拉姆邮政信箱号码.... (以下简称「许可证持有者」)。

WE SHARE FUTURE LIMITED: a company duly incorporated under the laws of Tanzania with its principal place of business at _____ within Dar es Salaam Tanzania, whose address is Postal Office Box Number...., Dar es Salaam, Tanzania (herein referred to as the "Investor")

WE SHARE FUTURE LIMITED 是一家根据坦桑尼亚法律正式注册成立的公司，其主要营业地点位于坦桑尼亚达累斯萨拉姆的 _____，其地址为坦桑尼亚达累斯萨拉姆邮政信箱号码.... (以下简称「投资者」))。

1. RECITALS:

1. 说明：

WHEREAS the License holder owns 45 primary mining licenses and one exploration license for gold located at Geita, Tanzania (hereinafter referred to as the "Licenses");
鉴于许可证持有者拥有位于坦桑尼亚盖塔的 45 个初级采矿许可证和一个黄金勘探许可证 (以下简称「许可证」);

WHEREAS the License holder wishes to partner with the investor in investing in the said area.

鉴于许可证持有者希望与投资者合作投资上述领域。

WHEREAS the parties desire to enter into this MOU to outline their mutual understanding and agreement regarding the said partnership;

鉴于双方希望签署本谅解备忘录，以概述他们对上述合作伙伴关系的相互理解和协议；

NOW THEREFORE, the parties hereby agree as follows:

因此，双方特此同意如下：

2. PURPOSE:

目的：

The purpose of this MOU is to establish a partnership between Geita Resources Limited and We Share Future Limited for the investment, development, and operation of mining activities on 45 Primary Mining Licenses (PML) and one exploration license (PL) and located in Geita, Tanzania, owned by Geita Resources.

本谅解备忘录的目的是在 Geita Resources Limited 和 We Share Future Limited 之间建立合作伙伴关系，在 45 个初级采矿许可证(PML)和 1 个探矿证 (PL) 上投资、开发和运营采矿活动。

3. SCOPE OF COLLABORATION:

合作范围：

3.1 Investment by We Share Future Limited: The Investor agrees to invest in the project by providing monetary investment and machinery equipment necessary for the development and operation of the mining activities on the licensed areas.

We Share Future Limited 投资：投资者同意透过提供在许可区域开发和经营采矿活动所需的货币投资和机械设备来投资该项目。

3.2 Temporary advance fee: The Investor will lend the license holder Geita Resources US\$1,200,000.00 to temporarily disburse the expenses required for its development and operation of mining activities. The license holder Geita Resources shall repay the above-mentioned full amount of US\$1,200,000.00 in one lump sum or in installments after the ore begins to be mined, either in cash or by selling the allocated raw ore to the Investor at the local market price. The relevant provisions and details of the repayment details will be determined in another contract

暂时代垫费用：投资者将向许可证持有者 Geita Resources 出借一百二十万 (1,200,000.00) 美元的暂时代垫费用，以支持其开发及经营采矿活动所需之支出。许可证持有者 Geita Resources 应于矿石开始采出之后，即开始一次性或分期返还上揭全部金额一百二十万 (1,200,000.00) 美元，方式可为现金或将所分配之原矿以当地市价卖给投资者。还款细节之相关规定及细节将定于另一合约。

3.3 Ownership and Company Formation: Both parties agree to form a new company (hereinafter referred to as the "NewCo") with We Share Future Limited being an investor owning 78% of the shares and Geita Resources Limited being the license holder owning 22% of the shares. The NewCo will oversee the development and operation of the mining activities.

所有权与公司组成：双方同意组成新公司（以下简称「新公司」），We Share Future Limited 为投资者，拥有 78% 的股份，Geita Resources Limited 为许可证持有人，拥有 22% 的股份。新公司将监督采矿活动的开发和运作。

3.4 Board of Directors: The NewCo will have a total of five (5) directors. We Share Future Limited as an investor will appoint three (3) directors, while Geita Resources Limited as license holder will appoint two (2) directors.

董事会：新公司共有五 (5) 位董事。We Share Future Limited 作为投资者将任命三 (3) 名董事，而 Geita Resources Limited 作为许可证持有者将任命两 (2) 名董事。

3.5 Operational Rights: The Investor will have exclusive right to operate the entire business operation using their preferred model and structure.

营运权：投资者将拥有使用其首选模式和结构来运营整个业务运营的专有权利。

3.6 Revenue sharing: The raw ore extracted by the project each month is shared as follows: 78% is allocated to investors, and 22% is allocated to license holders. License holders may sell the allocated raw ore to investors at local market prices.

收入分享：项目每月所采出之原矿按如下方式分享：78% 分配给投资者，22% 分配给许可证持有者。许可证持有者可以将所获配之原矿以当地市场价格卖给投资者。

3.7 Refund when business cannot be conducted: If the business cannot be conducted due to factors beyond the control of both parties, Geita Resources Limited agrees to fully refund the temporary advance fee of 1.2 million US dollars (1200000.00 USD) prepaid by We Share Future Limited

业务无法开展时的退款：如果由于双方无法控制的因素导致业务无法开展，Geita Resources Limited 同意全额退还 We Share Future Limited 预付的暂时代垫费用一百二十萬(1,200,000.00) 美元

4. OBLIGATIONS OF GEITA RESOURCES:

Geita Resources 的义务：

4.1 Title and Encumbrances: The license holder shall ensure that the licensed areas are free from any encumbrances (Include in LAND and LICENSES), enabling We Share Future Limited being the investor to commence investment without any third-party interference.

所有权和产权负担：许可证持有者应确保许可区域不存在任何产权负担(包含土地及许可证)，使 We Share Future Limited 作为投资者能够在不受任何第三方干扰的情况下开始投资。

4.2 Local Content Rights: The License holder will maintain and exercise local content rights as required under Tanzanian law.

本地内容权利：许可证持有者将根据坦桑尼亚法律的要求维护和行使本地内容权利。

4.3 Licenses and Permits: The License holder will facilitate and assist in obtaining all necessary licenses and permits required for the production activity. This includes but is not limited to assisting in the process of converting the Primary Mining License (PML) licenses to ML (Mining License) to meet the requirements for mass exploration.

许可证和许可文件：许可证持有者将促进和协助获得生产活动所需的所有必要许可证和许可文件。这包括但不限于协助将初级采矿许可证 (PML) 和探矿许可 (PL) 证转换为 ML (采矿许可证)，以满足大规模勘探的要求。

5. OBLIGATIONS OF WE SHARE FUTURE LIMITED:

WE SHARE FUTURE LIMITED 的义务：

5.1 Investment Commitment: The investor shall provide the necessary monetary investment and machinery equipment to develop and operate the mining activities on the licensed areas.

投资承诺：投资者应提供必要的货币投资和机械设备，以在许可区域内开发和经营采矿活动。

5.2 Operational Transparency: The investor agrees to conduct the Mining operations transparently, Share 22% of all ore to Geita Resources. The licensee holder shall not be involved in any management and operation of the company, but may assign personnel to supervise the quantity of ore produced.

营运透明度：投资者同意透明地进行采矿业务，分享给 Geita Resources 所有矿石的 22%。许可证持有者不得参与任何公司管理及运营，但可以派人监督矿石出产数量。

5.3 Compliance with Laws: The investor shall ensure that all operations are conducted in compliance with the applicable laws and regulations of Tanzania.

遵守法律：投资者应确保所有经营活动均符合坦桑尼亚适用的法律法规。

6. CONFIDENTIALITY:

保密：

Both parties agree to maintain the confidentiality of any proprietary information and data shared under this MoU, unless required by law or agreed upon in writing by both parties.

双方同意对根据本谅解备忘录共享的任何专有信息和数据保密，除非法律要求或双方书面同意。

7. TERM AND TERMINATION:

期限及终止：

This MOU shall remain in effect until [Insert Date] or until a formal agreement is executed between the parties, whichever comes first. Either party may terminate this MoU with thirty (30) days' written notice to the other party.

本谅解备忘录应一直有效，直至[插入日期]或双方签署正式协议为止，以先到者为准。任何一方均可终止本谅解备忘录，但须提前三十 (30) 天以书面通知另一方。

8. GOVERNING LAW AND DISPUTE RESOLUTION:

适用法律和争议解决：

This MoU shall be governed by and construed in accordance with the laws of HongKong. Any disputes arising out of or in connection with this MoU shall be resolved amicably through mutual negotiation. If the dispute cannot be resolved through negotiation, it shall be referred to arbitration in accordance with the rules of the Arbitration Act of HongKong.

本谅解备忘录应受坦桑尼亚法律管辖并根据香港法律解释。因本谅解备忘录引起的或与本谅解备忘录有关的任何争议应透过双方友好协商解决。如果争议无法透过协商解决，则依照香港仲裁法规则提交仲裁。

9. MISCELLANEOUS:

其他：

9.1 Amendments: This MoU may be amended or modified only by a written agreement signed by both parties.

修订：本谅解备忘录只能透过双方签署的书面协议进行修订或修改。

9.2 Entire Agreement: This MoU constitutes the entire understanding between the parties and supersedes all prior discussions, agreements, or understandings of any kind.

完整协议：本谅解备忘录构成双方之间的完整谅解，并取代之前的所有讨论、协议或任何类型的谅解。

9.3 Binding Agreement: This MoU is a statement of the present intention of the parties, and it is understood that all parties will be legally bound to the terms herein until a formal agreement is executed.

具有约束力的协议：本谅解备忘录是双方目前意图的声明，据了解，在签署正式协议之前，所有各方均受本协议条款的法律约束。

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first above written.

兹证明 双方已于上述日期签署本谅解备忘录。

Geita Resources Limited

By 由：

Name 姓名： [BAKARI MAULID 插入姓名]

Title 职位： [GENERAL MANAGER 插入职位]

Date 日期： [19 AUGUST 2024 插入日期]

We Share Future Limited

By 由：

Name 姓名： [WENJ IN LI 插入姓名]

Title 职位： [DIRECTOR 插入职位]

Date 日期： [19 AUGUST 2024 插入日期]



BEFORE ME:

Said M. Mteule

Ashidi

