

**TECHNICAL SUPPORT AGREEMENT**

**BETWEEN**

**FLORA MBUJA VULLA  
(LICENCE OWNER)**

**AND**

**UWIN VENTURE COMPANY LIMITED  
(TECHNICAL SUPPORTER)**

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**AGREEMENTON FOR PROVISION OF TECHNICAL SUPPORT**

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This agreement is made this ...15... day of ...OCTOBER..., 2024.

**BETWEEN**

**FLORA MBUJA VULLA**, of P.O. Box 8 Chunya (hereinafter referred to as "**Licence Holder**") which expression shall, where the context so admits include successors and assigns in title on one part.

**AND**

**UWIN VENTURE COMPANY LIMITED** of Postal Office Box 32115, Dar es Salaam (hereinafter called the "**Technical Supporter**") which expression shall include wherever applicable the License owner's legal representatives, agents and assigns of the **OTHER PART**.

**WHEREAS:** The **LICENSE OWNER** is the legal owner of Primary Mining License (**PMLs**) number 1799MBY all located at Mapogoro Village in Chunya District (Hereinafter collectively referred to as "**the PMLs**").

**AND WHEREAS:** The **LICENSE OWNER** is willing to receive a technical support in extraction and processing of gold mineral on the above described PML and the **TECHNICAL SUPPORTER** is desirous and ready to provide a technical support thereto in accordance with Section 8 (3) of The Mining Act, cap 123 (hereinafter referred to as "**the Act**").

**CONSIDERATE FURTHER THAT,** the **LICENSE OWNER** and the **TECHNICAL SUPPORTER** are both competent and of sound mind, thus with free will have agreed to enter into this agreement for provision of technical support on terms and conditions hereinafter agreed.

**NOW THEREFORE,** in consideration of exchange of mutual covenants herein contained in this technical support agreement, the parties now agree as follows,

**1. PURPOSE OF THE AGREEMENT**

This Technical Support Agreement basically aims at the Technical Supporter supporting the License Owner on the extraction and processing of gold minerals by providing financial and technological support.

The project is expected to be conducted at the License Owner's site located at Mapogoro Village, - Tanzania with Primary Mining Licenses (**PMLs**) number 1799BMY .

## 2. MEMBER CONSENT

All members of the license owner existing and invited prior to signing this TSA collectively and individually consent to this agreement by signing and thumb printing against their respective names on the consent form appended to this agreement and witnessed by the License owner's advocate. By signing the consent form each member guarantees the authenticity of all other members and declares individually of there being no any other member with interest in this transaction except those whose names, signatures and thumb print appear on the consent form

## 3. OBLIGATIONS OF THE PARTIES

### Technical Supporter's obligations

**The Technical Supporter shall have the following obligations as far as this agreement in concerned; -**

- a) To provide technological expatriates in extraction and processing of minerals at the expected project.
- b) To insert machines for the extraction and processing of minerals and to instruct the employees of the License Owners on how to operate the inserted machines.
- c) To ensure that the mining project starts immediately after signing of this agreement and obtaining the required permits.
- d) To be responsible for all construction and processing costs as well as employee's salaries.
- e) Supervising the whole process of selling gold minerals in accordance with the current and reasonable market price.
- f) To preserve the environment surrounding area in accordance with the Environmental laws and Regulations.
- g) To prepare Technology transfer plan to enable imparting of the knowledge to the License Owners and its employees which shall be attached to this agreement.
- h) To conduct geological survey on the license area so that to avoid the upcoming losses and prepare its exploration plan which shall be attached to this agreement.
- i) To undertake Environmental Impact Assessment (EIA) and obtain certificate thereto
- j) To prepare the mining extraction plan and the same to be approved before commencement of the mining activities.
- k) To prepare and comply with the Corporate Social Responsibility (CSR) to the community surrounding the project area in corroboration with the License Owners and the same to be approved by the respective authority.

### License Owner's obligations

**The License Owner shall have the following obligations regarding this agreement:-**

- a) To ensure the PML areas are properly cleared and all small minors currently on the PMLs or on part of the PMLs are evacuated and the PLM areas are physically handed over to the Technical Supporter for operations.
- b) To allow the Technical Supporter get access to the PML free from any actual and/or potential encumbrances
- c) To acquire land from local owners and/or Village Land Council over the PML areas and grant the same to the Technical Supporter for project operations
- d) Not to grant and/or allow a third party to operate the Mining activities on the PML during the recurrence of this agreement and/or any renewal thereafter
- e) Hand over physical possession of the PMLs to the Technical Supporter for operations within 5 working days from the date 10 days for evacuating small Minors in e above expires
- f) Not to enter into another agreement or merge with any other organ or body without prior notice and consent in writing from the Technical Supporter if that agreement involve the licences under this Technical Support Agreement.
- g) To supervise the whole process of selling gold minerals together with the Technical Supporter.
- h) To comply with all requirement of the Mining Act, Cap 123 and its regulations thereto including renewal of the respective Licenses.
- i) To comply with the Environmental Laws and Regulations.
- j) To ensure smooth and peaceful operations of the Technical Supporter
- k) Not to dispose off the PMLs by way of sale and/or mortgage without written notice to the Technical Supporter in which the Technical Supporter's rights under this agreement shall not, in any how, be affected and/or jeopardized.

#### **4. CONSIDERATION**

- i. In consideration of the license owners making available free from any actual and/or potential encumbrances all licenses for the project, the Technical Supporter undertakes to provide technical support for the extraction and processing of gold on the PMLs.
- ii. The Technical Supporter and the License Owner agree that after completion of gold mineral production, and upon deduction of all royalty contributions, inspection fee, TRA Taxes and service levy contributions, without deducting operating cost the distribution of proceeds of production shall be as herein below:-
  - a) **80% for the Technical Supporter**
  - b) **20% for the License Owner**

#### **5. MANAGEMENT OF THE MINING ACTIVITIES**

The Technical Supporter and the License Owners mutually agree that they shall have joint responsibility to manage all mining activities on the PMLs through a clear and well established mode of communication in the management of the project.

It is agreed that, the License Owners shall be part of management of the mining operations by appointing Two persons to be part of the team of management

It is further agreed that both parties shall be responsible for the security of the mining site save that the appointment of security service provider shall be solely the responsibility of the Technical Supporter

#### **6. EQUIPMENT OF THE PROJECT**

The Technical Supporter and the License Owner mutually agree that, the equipment and machines brought by the Technical Supporter for the mining operations shall revert to the licence owner when this agreement comes but if termination of agreement caused by licence owner the Technical Supporter may opt to leave with all the equipment and machine brought for the purpose of mining operation.

#### **7. ENVIRONMENTAL IMPACT ASSESMENT**

The Technical Supporter and the License Owner agreed that, the Technical Supporter shall undertake Environmental Impact Assessment (EIA), Mining Plan, Geological and Geotechnical Reports before commencement of this project at the Technical Supporters costs and the same to be approved by relevant authorities.

#### **8. DURATION OF THE AGREEMENT**

This agreement shall come into force from the date of signing the same hereof and shall continue in force for the duration of **Three (3)** years subject to automatic renewal under similar terms and conditions PROVIDED the entire aggregate duration shall not exceed 12 years. For purposes hereof the License owner undertakes to renew PMLs on time and without fa

## **9. BINDING EFFECT**

This agreement shall be binding as between the parties and their respective legal Representatives, heirs, administrators, executors, successors and permitted assigns

## **10. SEVERABILITY**

Should any provision of this agreement be held invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal and unenforceable part had not been included in this agreement

## **11. WAIVER**

No party shall be deemed to have waived any provision of this agreement or the exercise of any rights held under this agreement unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this agreement shall not constitute a waiver of any other subsequent breach or violation

## **12. SURVIVAL**

The obligations of the parties expressly stated in this agreement or those by operation of law shall survive the term of this agreement

## **13. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of Tanzania

## **14. TERMINATION**

- a. In the event of breach or violation of the terms of this agreement, either party will be entitled to terminate the agreement upon giving the other party 30 days notice in writing to that effect. The rights to terminate this Agreement given by this clause shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- b. This agreement shall terminate automatically upon expiry of the entire aggregate duration in clause 9 above.

## **15. DISPUTE RESOLUTION**

Should any dispute arise between the parties on the implementation and/or interpretation of this agreement, such dispute shall be resolved amicably by negotiation failure on that the dispute shall be referred to a court of competent jurisdiction in the United Republic of Tanzania

## **16. LANGUAGE**

Parties mutually agree that the language of this agreement shall be English.

Parties mutually agree that the language of this agreement shall be English.

IN WITNESS WHEREOF the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

SIGNED and DELIVERED by  
FLORA MBUJA VULLA known to me personally/Identified  
to me by.....the latter known to me  
personally in my presence  
this .....15.....day of OCTOBER, 2024

*Flora*  
.....  
LICENCE HOLDER

Witness:  
Name: RAYMOND GABRIEL MPAMBEWE  
Signature: *[Signature]*  
Qualification: MANAGER  
Address: P.O. BOX 7, CHUNYA

Before Me:  
Name: FRED PETER KALUNGA  
Signature: *[Signature]*  
Address: 256 DODDAA  
Advocate



SEALED at CHUNYA with the COMMON SEAL  
of UWIN VENTURE COMPANY LIMITED  
this ..... Day of ....., 2024



Witness:  
Name: LI GuanHeng  
Signature: *[Signature]*  
Qualification: Project Manager  
Address: P.O. Box 32115, Mikocheni B, Dar es Salaam

Before Me:  
Name: FRED PETER KALUNGA  
Signature: *[Signature]*  
Address: 256 DODDAA  
Advocate

