

**IN THE UNITED REPUBLIC OF TANZANIA**

**TECHNICAL SUPPORT AGREEMENT  
FOR  
MINING AND EXPLORATION ACTIVITIES**

THIS Technical Support Agreement is made this \_\_\_ day of \_\_\_\_\_ 2025.

**BETWEEN**

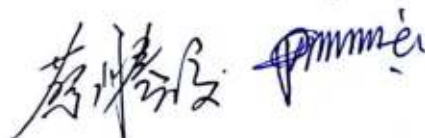
**KIKUNDI CHA ISUNDA**, a community development association group registered under Local Government, at Msalala District Council, whose it's address is at Bushing'we village, Bulyanhuru ward, Msalala., of P.O. Box 1056, Kahama-Shinyanga, the holder of Primary Mining License, in this agreement (hereinafter referred to as "**Primary Mining License Holder**" or "**PML Holder**") on the one part;

**AND**

**J Y MINING TECHNOLOGY COMPANY LIMITED**, a Private limited liability by share company incorporated and existing under the laws of the United Republic of Tanzania (Cap. 212 RE 2002) whose registered office address in House No 12, Plot G3, Block 9, Masaki street, Msasani Peninsular Area, Kinondoni Municipality, Dar es Salaam, Tanzania (hereinafter referred to as "**the Facilitator**" which expression shall, where the context so requires, include the Investor's corporate representatives, successors in title and lawful assigns) of second part;

**RECITALS**

- A. **WHEREAS**, the **Primary Mining License Holder** (hereinafter referred to as "**PML Holder**") is a registered community development group of association whose legal registered as Primary license holder of the Eight (8) Primary Mining Licenses namely **PML0246KHM, PML0247KHM, PML0248KHM, PML0249KHM, PML0250KHM, PML0251KHM, PML0252KHM** and **PML0253KHM** (copies Primary Mining Licenses attached herewith and marked Annexure 'A') all located at Busulwangili area in Kahama District, QDS 47/3 and desires to enter into a Technical support agreement with the Facilitator for the development and conducting mining operation activities of the said Primary Mining Licenses;
- B. **WHEREAS**, the Facilitator is the foreign company legally duly and registered under the law of United Republic of Tanzania, which among other business is to provide machinery, finance, technical support to PML Holder and extract minerals as allowed by Tanzanian Laws;



- C. **WHEREAS** the Facilitator has expressed its willingness and ability to develop and mining operations the said Primary Mining Licenses owned by PML Holder and is willing to team up with the PML holder by providing all the required machinery, finance, technical support for successful mining;
- D. **AND WHEREAS**, the PML holder is willing and accepted to enter into agreement with Facilitator to develop and mining operation of the above-mentioned mining licenses. PML Holder and Facilitator are willing and desirous to enter into a technical support agreement for purpose of mining gold ore, profit making, maximizing value addition, developing local capacity, Skills and expertise development;

**NOWHEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE 1.**

**1.0 DEFINITIONS**

1.1 In this Agreement unless the context otherwise provides -

- "Agreement" means this Technical Support Agreement (TSA) between the PML Holder and the Facilitator on eight (8) Primary Mining Licenses;
- "Equipment" means all plant, equipment, machinery, appliances and things owned, leased, hired or brought in the project area by The Facilitator.
- "Mine" means intentionally to mine minerals, and includes any operations directly or indirectly necessary therefore or incidental thereto, including such processing of minerals as may be required to produce a first saleable product, and "mining" shall be construed accordingly;
- "Mining Area" means the area described by the Licenses.
- "Parties" mean the PML holder and Facilitator to this Agreement;
- "PML holder" mean the registered licensee of Primary Mining License under Mining Act 123, R.E 2019 and its regulations
- "PMLs" means Primary Mining Licenses namely, PML0246KHM, PML0247KHM, PML0248KHM, PML0249KHM, PML0250KHM, PML0251KHM, PML0252KHM and PML0253KHM
- "MC" means Mining Commission established under the Mining Act [CAP. 123. R.E 2019]

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"Technical Support" means provide machinery and mining equipment, finance, expertise and technical support for mining operations

- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice versa and words importing persons shall include companies.
- 1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.
- 1.5 The Recitals and Annexes to this Agreement are deemed to be incorporated in and form part of this Agreement.

#### **ARTICLE 2.**

##### **2.0 DURATION OF THIS AGREEMENT**

- 2.1 This Agreement shall become effective on the date of signature by the parties signing last and shall remain in force for a period of three (3) years from the date of becoming effective.
- 2.2 this agreement shall be renewed after three (3) years expiry, for the period of twelve (12) years with same conditions of this agreement except the changes of Tanzanian laws.
- 2.3 This Technical Support Agreement shall be submitted to the Mining Commission for approved and registration.

#### **ARTICLE 3.**

##### **3.0 SCOPE ACTIVITIES OF TECHNICAL SUPPORT AGREEMENT**

- 3.1 By executing this Agreement, the PML holder and the Facilitator agree to enter into a technical support for the purposes of provide technical support all the required machinery, finance and expertise for development and mining operations on the mineral rights within the mine area covered by eight (8) Primary Mining Licenses namely **PML0246KHM, PML0247KHM, PML0248KHM, PML0249KHM, PML0250KHM, PML0251KHM, PML0252KHM** and **PML0253KHM** (hereinafter collectively referred to as "PMLs") all situated at Busulwangili area in Kahama District Council, under QDS 47/3. In accordance with the laws and regulations of United Republic of Tanzania;
- 3.2 The upon parties enter to this agreement the Facilitator first shall conduct exploration activities within the PMLs to determine commercial availability of minerals. Exploration activities shall be conducted within Six (6) after technical support agreement approved by Mining Commission .
- 3.3 In case the Facilitator findings there is no commercial availability of minerals shall terminate this agreement without liability of any parties



#### 4.0 RIGHT AND OBLIGATION OF PML HOLDETR

- 4.1 **PML Holder obligations**, through this technical support agreement, the PML Holder shall make available the mineral rights granted of PMLs license for conduct mining operations activities by the Facilitator.
- 4.2 PML Holder shall comply with the laws and regulations relating to the procedures for license ownership and its associated obligations.
- 4.3 PML Holder shall be responsible all the time for the period of this agreement to make PMLs active by renew all PMLs three months before date of expiration. PML Holder all the period of this agreement shall not enter another agreement of the same nature with another third party, mortgage, charge, liens lease or other encumbrances of any nature whatsoever the PMLs to other third party;
- 4.4 The PML Holder shall directly participate in the management, coordination, and implementation of all activities related to exploration and mining within the licensed area.
- 4.5 The PML Holder will ensure that all mining activities are conducted within the licensed area.
- 4.6 PML Holder shall provide to Facilitator the approvals include **ISUNDA** group general meeting minutes signed by all members which approve to enter this agreement with Facilitator, the approval shall be attached become part of this agreement.
- 4.7 The PML holder shall grants exclusive rights to Facilitator in collaboration with PML Holder to conduct exploration, and exclusive right in collaboration PML Holder to develop and operate the PMLs for the duration of the Agreement.
- 4.8 The PML Holder In collaboration with the facilitator, to develop a comprehensive plan for corporate social responsibility projects for mineral license holders towards the community.
- 4.9 The PML holder shall within three (3) months of execution of this Agreement secure land surface rights on the PMLs area for Facilitator provide financial support to PML holder to secure the land by outright purchase or compensation land under this agreement. PML Holder shall allow Facilitator to purchase the land from land owners within PMLs area for the purpose of yard for equipment.


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- 4.10 The PML holder shall, after signing this Agreement, provide the Facilitator with unencumbered access to the PMLs area.
- 4.11 PML holder shall be responsible for remove current small miners from the PMLs area. the PML Holder shall start process of remove small miners through understanding ways as per vested power by laws to PML Holder, while Facilitator shall financially support PML Holder the process to remove those small miners. The exercise to remove small miners will be conducted upon this agreement approved and registered by Mining Commission.
- 4.12 Parties agree, PML holder shall be responsible for the conduct environment impact assessment (EIA) and obtain EIA Certificate on the PMLs area through Investors' financial support.
- 4.13 PML Holder to ensure that mining activities are carried out in accordance with the approved environmental management and protection plan.
- 4.14 The PML holder shall neither contribute to the costs of, but participate in, development and mining operation of the PMLs
- 4.15 PML Holder other obligations to include the following
- a) To manage all matters relating to their Licenses
  - b) To pay for all Annual Renewals fees for their Licenses.
  - c) To pay for Government Taxes and royalties of its share production
  - d) To pay for all other previous outgoings relating to their Licenses such as Village, Municipal Council or otherwise imposed or charged upon its Licenses.
  - e) To deal with land issues including paying all Land Surface Holders (If any) as the case may be under Facilitator financial support
  - f) To handle matters of community relation.
  - g) To provide the Facilitator with any document needed for perfecting the intended activities. Also, to assist the Facilitator in applying and obtaining Processing Plant Permits within the PMLs area, Blasting Permits, Explosive Storage Permits, Permits for transportation and purchase of Explosives and Chemicals.

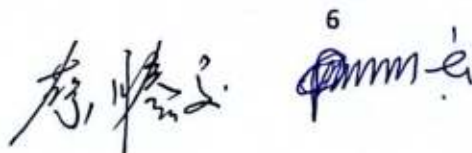
## ARTICLE 5.

### 5.0 THE RIGHTS AND OBLIGATION OF FACILITATOR

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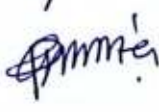


- 5.1 The Facilitator shall, at own costs, be responsible to provide technical support all the required machinery, finance and expertise for conduct exploration first and development and conduct mining operations on the mineral rights within the mine area covered by eight (8) Primary Mining Licenses PMLs
- 5.2 Facilitator after sign this agreement shall provide financial, technical expertise, equipment other necessary resources as agreed, under this agreement to support continuation of mining operations; shall provide financial support to remove small miners current conduct mining activities in the PMLs. the financial support to remove small miners will be provided according to situations and period agreed by parties after this agreement approved Mining Commission;
- 5.3 The Facilitator to ensure that all immovable infrastructure complies with environmental protection regulations and procedures."
- 5.4 The Facilitator shall in operating the PMLs observe strict compliance to the terms and conditions stipulated in PMLs and all relevant laws governing mining activities and compliance with environmental management, occupational health and safety Laws and Regulations. The Facilitator indemnifies the PML holder for all implications arising from non-compliance of laws and regulations.
- 5.5 The facilitator will ensure that, the equipment and machine owned and bearing the name of the facilitator provided to PML Holder become party of this agreement; In any case this agreement terminated due to circumstances caused by The Facilitator then facilitator shall handover owned mining equipment to PML Holder; except for mining machine and equipment hired from outside during mining process does not belong to Facilitator, which shall not be considered as Facilitator's property
- 5.6 The Facilitator shall, upon execution of this Agreement and at own cost, have exclusive right to conduct exploration activities on area cover PMLs area within the PMLs to determine the commercial viability of minerals found therein within the period of six (6) months after successful this agreement obtain approved by Mining Commission (MC). In case the Facilitator upon finding no commercially viability

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minerals after exploration the agreement shall be terminated without liability of either party.

- 5.7 The Facilitator shall, upon finding commercially viable minerals in the PMLs area, provide all the required machinery, finance and technical support needed for successful mining of the minerals to proceed with this agreement. The parties agree, PML holder shall have an optional to transfer the PMLs to Facilitator later.
- 5.8 The Facilitator and PML holder shall jointly plan and implement a corporate social responsibility strategy to be funded jointly and in proportion to the agreed share of mineral production.
- 5.9 The facilitator shall all the time of this agreement shall pay the employees, casual Labors costs; shall pay all costs of running mine operations including but not limited cost of machinery and equipment, fuel and maintenance costs for equipment used in the mining operation.
- 5.10 The facilitator to prepare a plan for transfer of knowledge, skills expertise and use of technology to the personnel of the PML Holder as per guidance provided by Mining Commission of local content plan
- 5.11 The Facilitator after signing of this Agreement shall provide technical support to include but not limited engineering and operations include mining equipment and machineries, all mining equipment and machineries brought for the mining shall be remain the assets of the Facilitator; unless the facilitator cause termination by his own reasons of which not agreed with this agreement; then shall handover his assets to PML Holder as compensation entitled by Laws.
- 5.12 The Facilitator, in collaboration with the PML holder, prepare a plan for the corporate social responsibility (CSR) projects for the community;
- 5.13 The Facilitator will Conduct exploration within the PMLs area after obtain Mining Commission approve of this agreement.
- 5.14 The Facilitator shall Submit an environmental impact plan approved by the relevant authority in accordance with the

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Environmental Act within one hundred and twenty (120) days after obtaining the Commission's approval to commence mining process in the license area;

- 5.15 The facilitator in collaboration with the PML holder, shall prepare a mining plan that shall be approved within ninety (90) days after obtaining the Commission's approval to commence mining;
- 5.16 The Facilitator to prepare a mine closure plan and submit it in accordance with the procedures outlined in the Occupational Safety, Health, and Environmental Protection Regulations.
- 5.17 To develop a framework for the exchange of knowledge and essential information on the technology used in mineral production and exploration activities.
- 5.18 The Facilitator shall have a permanent representative who will be responsible for providing all required information at the mine whenever requested by the relevant authorities.
- 5.19 The parties agree, where the reasons for the termination of the agreement arise from the willful misconduct or negligence of the PML holder in failing to fulfill their contractual obligations, and subject to the terms of the agreement, the Facilitator may remove their equipment, provided that they did not cause or were not directly involved in the actions that led to the termination of the agreement.
- 5.20 The facilitator shall provide to PML Holder a Board Resolution which approve to enter and perform terms and conditions of this agreement.

## ARTICLE 6

### 6.0 THE PARTIES RESPONSIBILITIES

- 6.1 The Parties are independent contractors and nothing should be construed to mean there exists a principle-agent or employer-employee relationship between them.
- 6.2 Parties shall ensure adherence to local content obligations including the employment of Tanzanian nationals, procurement from local suppliers and engage local communities as required by Tanzania laws and license conditions;



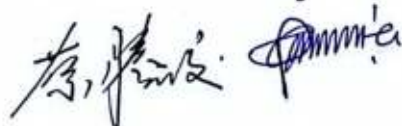
- 6.3 The parties shall plan and implement team up both for daily manage and supervision on mining operation process and production. The joint team shall start to work from the date of approved this agreement by Mining Commission and shall continue until expiration or lawful transfer to Mining License or termination in accordance with provision of this agreement.
- 6.4 The Facilitator shall at all times be responsible with his permits and shall handle all issues relating to his own permits including procurement of permits, and all other documents or permits needed which in the Facilitator opinion is necessary to be procured for the better implementation of the activities. The PML Holder shall also be responsible with public relations and corporate social responsibility of the working area.
- 6.5 In this agreement, internal disputes of the PML Holder KIKUNDI CHA ISUNDA which is not caused by the Facilitator, nor is related to Facilitator, shall not prevent the Facilitator from engaging in mining activities in the PMLs mining area. KIKUNDI CHA ISUNDA leadership has the responsibility to address and resolve their internal conflicts or challenge between them. So does the facilitator, if conflicts will not or challenge within the company, will ensure that dispute will not affect this agreement.
- 6.6 The parties agree that, the Facilitator will begin to work on this investment immediately after the completion of the procedures of contractual permits and other permits from relevant Authorities, and technical support agreement approved by Mining Commission.
- 6.7 The parties hereto agree that, they shall simultaneously with the execution of this Agreement and shall use their best endeavors to seek and obtain or cause to be sought and obtained approval of this agreement from the Mining Commission;

**ARTICLE 7**

**7.0 LOAN**

**7.1**

That, upon finding commercially viable minerals and before commencement of production, the Facilitator shall advance a loan of Tanzanian Shillings Three Hundred and Fifty Million (Tshs. 350,000,000) to the PML Holder being a financial support to allow PML Holder reallocate PML Holder conducting mining activities within the PMLs area, to assist group to focus by conduct other group's development activities and assist PML Holder to pay salaries for his employees as group representatives from Isunda to work with Facilitator. The said loan shall be repaid by the PML holder through deduction of



its share after final fine gold produced in the smelter/ICP by their own, at a rate to be agreed in writing between the Parties, within a period of three (3) years from the date of divided gold ore produced.

- 7.2 Where this Agreement is for whatsoever reason terminated before the loan advanced to the PML holder is fully repaid, the whole of the outstanding amount shall on the date of termination become due and payable in full and delay in payment shall attract a monthly compounded interest at the rate of five percent (5%) of the outstanding amount. Except the termination initiated by the Investor, caused by force majeure, changed of Laws and policies and either party declared bankruptcy by the court the PML Holder shall not be responsible to repay loan outstanding balance;

**ARTICLE 8**

**8 CONSIDERATION MODE OF PAYMENT BASED ON PRODUCTION SHARE**


- 8.1 The parties agree that, in consideration for Facilitator's financial, technical, expert and mining equipment support at the mining operation on PMLs shall base by sharing on production of extracted gold ore produced after mining as revenue to cover cost of running cost of mining operation. Specifically, after mining Facilitator shall entitle to take 70% while PML Holder shall entitle take 30% of total gold ore from mining. This arrangement shall remain in effect for the period of this agreement
- 8.2 Where the Facilitator and PML holder agree, upon divide they own share of gold ore, each party will pay their own tax and levies from their own final gold produced by whatever smelter they going to use it; the distribution gold ore share will be as follows;

Investor	70%
PML holder	30%

- 8.3 Division of minerals shall be done at intervals any time agreed by parties to do so whereby it will depend on the quantity produce and shall be divided using any appropriate tool or means suggested by the Facilitator and PML Holder agreed from time to time.
- 8.4 The Facilitator has exclusive right over its 70% gold ore production allocated after mining paid as consideration for its services on mining operation. The facilitator can deal with its rock (gold Ore) in whatever way to process the final Gold obtained thereon shall be the property of the Facilitator and the Facilitator shall be responsible for paying tax and royalty of its final gold production

**ARTICLE 9**

**9 TAX, LEVIES, ANNUAL FEES AND ROYALTY**



- 9.1 Each Party shall be responsible for its corporate and employee related tax.
- 9.2 Where the Parties share their own final gold produced, each Party shall be responsible for their own taxes and royalties due on the sale of its shared minerals.
- 9.3 The PML Holder shall, for the duration of the Agreement be responsible for the payment of annual fees for the PMLs to the Government.
- 9.4 The Facilitator shall for the duration of the Agreement be responsible for the payment of service levy to the respective local government.
- 9.5 The Facilitator shall be for the duration of the Agreement responsible for securing and payment for all licenses and authorizations required to conduct mining operations in and sell minerals from the PMLs area.

#### ARTICLE 10

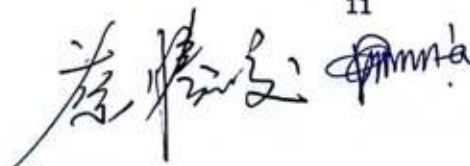
##### 10.0 SAFETY PROVISSION.

- 10.1 It is hereby agreed by the parties to this agreement that, the Facilitator and PML Holder are the only entity given exclusive right and allowed to mine in the area of PMLs Licenses. The PML Holder shall remove all other persons who are mining in the area intended to be operated by the Mining Technicians under this agreement upon approved by Mining Commission. This is to ensure that: -
  - a) There is no interference with the operations of the Mining Technician.
  - b) To comply with the rules related to safety and health.
  - c) To ensure the intended activities are successful accomplished.

#### ARTICLE 11

##### 11.0 MINING PROJECT MANAGEMENT

- 11.1 Management of the Mining Activities in the mine operation is hereby exclusively vested to the Facilitator and PML Holder. The PML Holder shall select total of five (5) persons from his side as special representatives in the different sections of mining operation structured by facilitator and PML Holder for day-to-day work with the Facilitator in order to oversee, learn over mining operation, the representatives from PML Holder shall be paid salaries by PML Holder. The facilitator shall direct control and manage all shifts through its Management body which within the terms of this Agreement shall have full authority to bind the parties in respect of all matters relating to this agreement.
- 11.2 All Workers at the mine shall be Tanzanian citizens only, except in matters that require technical assistance in accordance with laws.



- 11.3 Without prejudice to the provisions of sub-clause (11.2), a foreign national shall be allowed to work within the area of a primary mining license after fulfilling the requirements of the laws related to the employment of foreign nationals, and before such foreign national is permitted to commence work in the licensed area, the PML holder must seek approval from the Commission for the foreign national to be allowed to work."
- 11.4 Despite the provision of Article 11.1 above, all parties to this agreement shall have the duty to cooperate in good faith and ensure the intended activities and objective are met.
- 11.5 The Facilitator, in collaboration with the PML holder, shall ensure that the equipment and machinery for providing technical assistance are brought into the mining site and used for the intended mining activities. Immediately after the equipment and machinery enter the PMLs area, the PML holder shall be required to notify the resident mining officer of the area about the presence of such equipment and machinery. The information to be provided by the PML holder under law require, and shall include the quantity and type of equipment and machinery
- 11.6 The Facilitator and PML Holder shall be responsible shall be responsible for safeguarding the security of property and the licensed area throughout the duration of this Agreement.

## ARTICLE 12

### 12.0 TRANSFER AND ASSIGNMENT

- 12.1 The PML holder shall grants the first right of refusal of transfer or assignment of its rights under this Agreement and/ or in the PMLs or any part of them to the Facilitator for the duration of this Agreement.
- 12.2 The first right of refusal under this Agreement shall be exercised by the Facilitator within three months of PML holder notification of intention to transfer its rights under this Agreement and / or in the PMLs or any part of them to the Investor.
- 12.3 The transfer of the PMLs or any part of then shall be without prejudice to the rights and obligations of the Facilitator for the duration of this Agreement.
- 12.4 The Facilitator retains the right, with the written consent of the PML holder which consent shall not be unreasonable withheld, to transfer or assign its rights and obligations under this Agreement to any third party of choice.
- 12.5 The transfer and / or assignment of the Investor's rights and obligations to a third party shall be without prejudice to the rights and obligations of the License Owner.

## ARTICLE 13



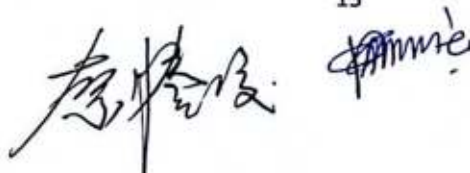
**13.0 ENCUMBRANCES**

- 13.1 The PML holder warrants that at the time of entering into this Agreement the PMLs are free of any encumbrances.
- 13.2 The PML holder shall not, during the duration of this agreement and without the express written consent of the Facilitator encumber the PMLs or any part of them.

**ARTICLE 14**

**14.0 TERMINATION**

- 14.1 This Agreement may be terminated by either party issuing to the other Thirty (30) days prior written notice of intention to terminate upon expiry of the notice period stating the reasons of breach of the terms of this agreement for the intended termination if the reasons are not resolved or rectified within the notice period.
- 14.2 Where upon exploration of the PMLs are, the Facilitator is of the opinion that minerals in the PMLs area are not commercially viable, and unless agreed otherwise, this Agreement shall automatically terminate without liability to either party.
- 14.3 There shall no earl termination for the period of (3) three years from the date of sign this agreement, except if any party breach the terms and condition of this agreement or Facilitator finding there is no commercial viability after exploration or terminated in accordance to Laws and its regulation. A notice of termination by the PML holder for the purpose of entering into similar arrangements with a third party shall be invalid. Unless otherwise agree by both parties, If agreed the PML Holder shall supposed to pay all total of investment costs and compensation incurred by Facilitator from the first day of this agreement to date of payment of compensation and costs;
- 14.4 Upon termination of this Agreement for whatever reasons the Facilitator shall, unless otherwise agreed, have the right to remove all investor-owned and hired equipment used in mining in the PMLs areas. The PML Holder may retain with investor's owned mining equipment in case the facilitator decides to terminate without reason caused by PML Holder as per clause 14.10 of this agreement
- 14.5 May occur Upon occurrence of an event of Force Majeure to include earthquake, volcano eruption, floods, hurricane etc..
- 14.6 Termination may occur after completion of minerals deposit within the PMLs area
- 14.7 Change of Laws and Government Policy that makes the consummation of this agreement impossible.
- 14.8 Bankruptcy of any party to this agreement



Handwritten signatures in Chinese and English.

- 14.9 In any case this agreement terminated due to circumstances caused by The Investor, then facilitator shall handover to PML Holder investor's owned explorations and mining equipment, which considered as investor's property and are part to this agreement as compensation to PML Holder
- 14.10 In case of the reason for the termination of the contract is due to the deliberate actions or negligence of the PML holder in failing to fulfill their obligations under the contract, and in accordance with the terms of the contract, the facilitator shall leave with their Owned and hired machine and equipment, provided that they did not cause or were not directly involved in the actions that led to the termination of the contract. PML Holder shall entitle to compensate the facilitator for the total cost incurred during the exploration and mining process before terminate.
- 14.11 This agreement may terminate if either party discovers fraudulent acts such as theft of minerals, machinery, equipment, and other property at the mine, fabrication in the calculation of the quantity of minerals produced, or any other form of fraud that may affect the implementation of the contract.

## ARTICLE 15

### 15.0 SEVERANCE

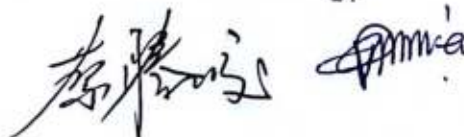
- 15.1 In the event that any of the terms of this Agreement are found to be invalid, unlawful, or unenforceable, such terms shall be severable from the remaining provisions, which shall remain of full force and effect. If any invalid term is capable of amendment to render it valid, the Parties agree to negotiate in good faith an amendment to remove the invalidity.
- 15.2 **AMENDMENT CLAUSE;** Notwithstanding any other provisions of this agreement, the parties agree that this agreement may be amended after execution if such amendment is required by applicable law or regulations or if reasonably necessary to enable any facilitator to comply with terms of this agreement or with any legal, regulatory or financial obligations. Any such amendment shall be made in writing and signed by authorized representatives of all parties and shall form an integral part of this agreement;
- 15.3 Any amendment of this agreement shall be submitted to the Mining Commission for approval and be registered

## ARTICLE 16

### 16.0 WARRANTIES of the PML HOLDER

The PML Holder hereby warrants to facilitator as following

- 16.1 PML Holder have good title of PMLs.



- 16.2 The article of association of group, the minutes of the group general meeting approve to enter to this agreement;
- 16.3 That the execution or performance of the terms and conditions of this Agreement, Deeds and all related documents shall not result in any breach of the Mineral License Holders other obligations;
- 16.4 All information given by or on behalf of the PML Holder to the Facilitator in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all respects and the Mineral License Holder are not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;

#### **ARTICLE 17**

##### **17.0 NOTICES**

- 17.1 All notices given under this Agreement shall be in writing and delivered by hand at the last known address of the addressee. A signed, named and dated acknowledgment of receipt shall be evidence of delivery.

#### **ARTICLE 18**

##### **18.0 GOVERNING LAW AND DISPUTE RESOLUTION**

- 18.1 This Agreement shall be Governed by and construed in accordance with the laws of Tanzania.
- 18.2 This agreement shall be construed under the English language
- 18.3 All disputes between the Parties herein arising from this Agreement shall be resolved amicably between parties themselves.
- 18.4 Any dispute or claim failure to resolve amicably between parties, within thirty (30) calendar days of written notification of dispute by the aggrieved Party to the other failure of which the dispute shall be referred shall referred to resolved by arbitration in accordance with Arbitration Act, Cap 15 R.E 2020 of the Laws of Tanzania.
- 18.5 In case the Facilitator and the PML holder failed in arbitration written notification of dispute by the aggrieved Party to the other failure of which the dispute shall be referred to adjudication by courts of competent jurisdiction within the United Republic of Tanzania.

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**IN WITNESS WHEREOF:** this agreement has been executed and delivered by all parties on the day, month and year in the manner hereinafter appearing.


**SIGNED and DELIVERED** at Mwanza by the Said **PHILIPO DANIEL MASSE (KIKUNDI CHA ISUNDA)** who is known to me personally/identified to me by

  
**Chairman**

the latter being known to me personally in my presence this 11 day of June 2025.

**M/KITI ISUNDA GROUP**  
REG: NO MDC/ CBO/ 3  
S.L.P 26MSALAL &  
TAR

**Before:**

Full Name: Japhet Tengs  
Signature:   
Address: P.O BOX 79511, DAR ES SALAAM  
Designation: ADVOCATE



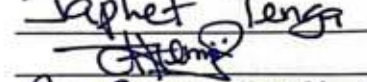
**SIGNED and DELIVERED** at Mwanza by the Said **PETER HAMIS MIGATO (KIKUNDI CHA ISUNDA)** who is known to me personally/identified to me by

  
**Secretary**

the latter being known to me personally in my presence this 11 day of JUNE 2025.



**Before:**

Full Name: Japhet Tengs  
Signature:   
Address: P.O BOX 79511, DAR ES SALAAM  
Designation: ADVOCATE



**SEALED with the COMMON SEAL AND DELIVERED** at Mwanza by the said **J Y MINING TECHNOLOGY COMPANY LIMITED**

SE



in our presence this .....day of .....2025

Full Name: ZHOU ZHANMING  
Signature: 周展名  
Address: \_\_\_\_\_  
Designation: DIRECTOR

Full Name: CAI TENGJIAO  
Signature: 蔡腾蛟  
Address: \_\_\_\_\_



Designation: DIRECTOR

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*