

**MINING AGREEMENT**

**BETWEEN**

**MWANAI DI OMARY**

**AND**

**JIAHE MINING INVESTMENT COMPANY LIMITED**

**LICENCE NUMBER**

**PML 01002 KTV**

**PML 01003 KTV**

**PML 00735 KTV**

**PML 00737 KTV**

**ALL LICENCE IS ALOCATED AT SOUTH IBINDI VILLAGE, IBINDI WARD,  
MPANDA DISTRICT, KATAVI REGION.**

This AGREEMENT is made on this .....<sup>10</sup>..... day  
of .....*March*.....2025.

**BETWEEN**

**JIHAE MINING** a company duly and lawfully registered in Tanzania.  
EN9205228 ( here-in after referred to as “ PART A”) On the one hand.

**AND**

**MWANAIIDI OMARY** P.o.Box 8 Mpanda, Katavi.( here-in after referred to as  
“PART B”) On other hand.

## **1. Purpose**

That Party A and Party B hereby enter into an exclusive agreement for mining and technical support, with the mutually agreed purpose of obtaining and offering necessary machinery, equipment, and expertise for the successful execution and progress of operations of the primary mining licenses at the specified locations, as per the conditions stipulated in the specific licenses by the appropriate authorities subject to the terms and conditions outlined herein.

## **2. Duration Of Cooperation**

i. This agreement shall commence on the date first written above and remain in full force and effect for an initial period of 3 years (the initial Term) and at the end the initial Term this agreement, the Parties have the right to extend or reduce the term of the agreement depending on the actual situation of operations subject to the conditions of the respective licenses and renewal of consent of provision of technical support by the Mining Commission.

## **3. Rights and Obligations of Party A**

i. Party A shall provide technical and technological assistance, including equipment and machines, along with mining expertise and dispensation, in the relevant areas, to Party B in accordance with all applicable laws and regulations stipulated herein throughout the duration of this agreement, in compliance with all legal requirements.

ii. Party A shall deliver the specified machinery and equipment to the site facilities and ensure the condition of the equipment, mining site, and mined resources conform to the terms agreed-upon and relevant laws. If there occur any delays of the delivery, the term of the agreement shall be adjusted based on the actual date of delivery. In any other case, Party B shall bear the liabilities of loss caused to Party A resulting from their faults, actions or omissions in execution of this agreement.

iii. To ensure that at the end of the contract or when the contract terminates for various specified reasons, all mineral rights and equipment and machine used during exploration, mining and processing revert to the license holder.

iv. In case a termination occurs as a result of the license holder's doing either intentional acts or negligence or failure to fulfill his obligations under the contract or the relevant licenses, Party A may decide to withdraw and remove his equipment if he did not directly or indirectly commit acts that led to the breach.

v. Before the delivery date, it is the responsibility of Party B to confirm that there are no issues pertaining to property and mining rights and that there are no disputes, debts, or liabilities associated with these matters. Moreover, Party A shall not be held accountable for any debts or obligations that Party B may acquire during the fulfillment of this agreement. In the event of a violation of this provision, Party B shall be responsible for compensating Party A for any losses incurred.

vi. The technical support provided by Party A shall meet the license and production requirements.

vii. Party B shall undertake to obtain all necessary rights and permits to enable proper and effective functions and operations under this agreement. During the contract period, Party B shall be responsible for coordinating all the relations between the mining operations and the government departments.

viii. Party A shall ensure the effective engagement and utilization of local personnel in the operations. Party A shall also ensure arrangement of Corporate Social Responsibility as well as Environmental Impact Assessment (EIA) in the designated areas as well as developing a mine development plan, transfer of technology plan as well as a mine closure plan and have them approved before commencing mining operations. This arrangement will be in accordance with the terms and conditions of the contract as well as the laws and directives of the government authorities.

ix. Party A shall appoint a permanent local supervisor or representative who will act as a liaison with the Government during site visits by Government personnel. In collaboration with Party B, the local representative shall be responsible for all communications related to mining operations, as well as the collection and reporting of operational data.

x. Upon the conclusion of mining activities, the ownership of all machinery and equipment on the mining site registered under Party A's name shall be transferred to Party B. If any equipment on the mining site has been rented by Party A from third parties, it should be returned to the respective lessor. If Party A wishes to continue using the equipment after the cooperation period, both parties must negotiate and agree on a mutually acceptable price.

xi. Party A and Party B will oversee all operations, management and activities taking place at the mining.

xii. The cost of the production process is Party A's responsibility, management and superintends are Party A's personnel including their wages, insurance, and all related processes under Party A's responsibilities. Party A shall also be responsible for payments, safety and insurance of the personnel they engage, and for the safety of Party A's equipment and property.

#### **4. Rights and obligations of Party B**

i. Party B shall ensure that all activities under the scope of this agreement for operations, ownership of the license and obligations comply with the Mining Act and the relevant regulations, as well as the purposes and conditions of this contract. In the event that Party B fails to ensure such compliance, and this results in loss or damage to Party A's operations, including financial damages, the closure of the mine, appropriation of Party A's properties, detention or the imposition of fines due to such contravention, Party B shall bear full liability for the loss and consequences and promptly compensate Party A accordingly.

ii. During the contract period, without Party A's written consent, Party B shall not assign any, all or part of the rights in the licenses, operations and areas under this contract to a third party. In case such change, assignment or transfer occurs, Party A has the right to seek redress from the Mining Commission and the available statutory bodies to enforce this agreement, Otherwise, Party B shall reimburse Party A 50 per cent of the total amount of the contract for breach of contract.

iii. Party B shall ensure compliance with the obligations to renew the license promptly and in due time, to make timely payments of taxes and various fees to the government as required, to ensure smooth operations under this agreement, making of all proper filings as necessary, issuing required notices timely and accurately, and undertaking all activities necessary to ensure non-contravention of the conditions of the licenses or any other legal provisions.

iv. Party B shall undertake, as may be required under this agreement in the administration within the localities involved, ensuring good governance, best relationships with the communities, and execution of all activities subject to the provisions of this agreement within the licensed area. Furthermore, Party B shall guarantee that all mining operations are conducted within the licensed area and access to the area for Party A and his assignees, agents, employees, personnel and properties.

v. Party B shall collaborate with Party A to develop a compliant and feasible plan for Corporate Social Responsibility (CSR) projects that fulfill the obligations of the license holder to the relevant communities. This collaboration includes project development, consultation with relevant stakeholders, feasibility assessment, project implementation, compliance with regulations, monitoring and evaluation, Confidentiality, ensuring Party A's intellectual property ownership is protected, and cessation procedures.

vi. Party B together with all his associates shall be required to ensure and maintain the security and protection of the licensed area on mutually agreed measures at all

times during the contract period and shall indemnify and hold Party A harmless from any claims or liabilities arising from any claims or liabilities that may arise out of the breach of this obligation if not caused by Party A.

vii. Party B shall have the obligation to cooperate with Party A to ensure that equipment and machinery provided for technical support enters the mining areas and is utilized for the intended mining activities. Immediately after the equipment and machinery are delivered in the licensed areas, the license holder (Party B) shall inform the Resident Mines Officer of the relevant area about the existence of such equipment and machinery within their licensed area as required by the law.

## **5. Payments and Profit Distribution**

i. The two parties agree to undertake the profit distribution structure mineral produced and sold. Party A shall be entitled to 70 % of gross revenue while Party B will receive 30 % of the total gross revenue in every production.

ii. Both parties will adhere to payments of taxes, royalties, inspection fees and other related fees in accordance to the respective requirements of the law.

iii. The payment method agreed upon by the parties under this agreement is payment by USD. Payments by RMB, shilling or any currency shall be agreed upon by both Parties on the appropriate exchange rate in writing.

## **6. Liability for breach of contract**

i. Both Parties shall strictly fulfil the terms and conditions stipulated in this agreement, and if either Party defaults, the defaulting party shall be liable for the breach and shall compensate for the economic loss of the injured Party.

ii. If either Party engages in any of the following behaviors: (a) Exploration and mining in violation of relevant Tanzanian laws and regulations, and refuses to heed directives provided by the Tanzanian regulatory authorities in accordance with laws and regulations; (b) Refusal to comply with the supervision of the relevant regulatory authorities; (c) Pledging, mortgaging, selling, transferring, or disposing of any form of asset guarantee or the minerals that has been allocated to a third party without authorization; or; (d) Any other violations of this Agreement.

iii. During the contract period, if any dispute related to Party B affects Party A's use of the contracted equipment or performance of this agreement, Party B shall bear the full liability for the losses suffered by Party A.

iv. Each Party shall bear fines, costs and liabilities for breach of their duties or failure to comply with the law in the operations under this agreement.

## **7. Termination of the Contract**

- i. The Parties have the right to terminate this agreement by issuing 90 days' notice to the other Party with the reasons of termination stated thereof.
- ii. This contract can come to an end in the event of new government order and directives that will permanently impede all operations activities.
- iii. This contract shall automatically be terminated upon the expiration of the licenses, and if they are not renewed within the stipulated time frame.
- iv. Under the termination of the agreement, the parties shall assess the liabilities and obligations of each Party and settle the same in accordance to the entitlement of each Party.
- v. The parties to the agreement shall implement the Mineral Operations Close plan and follow all proper procedures as required by the law in accordance to the provisions of this agreement and any relevant laws.

## **8. Confidentiality**

Both parties agree to maintain confidentiality and not to disclose any details or information on the intended business association or any terms of this agreement to other 3rd parties save only to its advisors counsel employees and affiliates as each party deems necessary and any such appropriate if required by applicable laws or Government. Breach of this Part shall impose liability on the breaching Party.

## **9. Indemnification Clause**

- i. Party A agrees to indemnify, defend, and hold harmless Party B, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney fees) arising out of or in connection with any breach of this agreement by Party A or the negligent or intentional acts or omissions of Party A, its officers, directors, employees, or agents.
- ii. Party B agrees to indemnify, defend, and hold harmless Party A, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, or expenses (including reasonable attorney fees) arising out of or in connection with any breach of this agreement by Party B or the negligent or intentional acts or omissions of Party B, its officers, directors, employees, or agents.

iii. The indemnifying party's indemnification obligations under this clause shall be subject to the indemnified party promptly notifying the indemnifying party in writing of any claim or suit for which indemnification is sought, granting the indemnifying party the right to control the defense or settlement of any claim, and providing reasonable cooperation and assistance as requested by the indemnifying party in defending or settling any such claim.

iv. The indemnification obligations set forth in this clause shall survive the termination or expiration of this agreement and shall continue in full force and effect thereafter.

v. This indemnification provision shall be construed to be separate and separable from the other provisions of this agreement and shall not be deemed as excusing either party from the performance of its obligations under this agreement.

vi. Both parties acknowledge that the indemnifying party's obligation to indemnify under this clause is not capped or limited in any way, except to the extent such limitation on liability is expressly provided for elsewhere in this agreement or as limited by applicable law.

## **10. Dispute Resolution**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties. Failure to reach settlement, the matter will be referred to the Mining Commission before seeking Court procedures.

## **11. Execution of this Agreement**

This agreement shall be signed in three original copies, and it shall supersede every other previous agreement orally and or written made on any matter herein provided by parties.

## **12. Applicable Laws**

This agreement shall be governed under the laws of Tanzania being in force.

## **13. Force Majeure**

i. In any case where unforeseen situations events or effects such as acts of God, war, weather, fire, civil unrest, and any other reasonable cause, which is beyond a party's anticipation or control (called "force majeure" cause) arise affecting the correct execution of this agreement, the Parties shall not be considered responsible nor liable of non- performance, losses and damages occurred as long as the conditions set in this agreement are observed.

ii. The affected Party who is unable to comply with the provisions of this agreement to carry out the responsibilities required herein must notify the other Party immediately within 24 working hours and shall undertake to do all necessary activities and processes to ensure execution of this agreement.

iii. Should the force majeure cease, the affected Party shall notify the same to the other Party and the plan to proceed with the performance of this agreement.

#### **14. Severability**

Should any clause / terms of this Agreement become invalid or unenforceable, it shall not affect the remaining clauses. The ineffective or unenforceable clauses shall be replaced by primarily such effective and enforceable terms, that are as close to the original clauses from legal or business aspects as permissible by the laws and the rest of the Agreement shall remain in full force and effect without the invalid or unenforceable clauses / terms.

#### **15. Integrated Agreements, Supplements and Modifications**

The Parties hereby acknowledge and agree that this agreement may be negotiated further and entered into supplementary agreements. These shall be integrated as parts of one unified agreement only if such supplementary agreements are made in writing. The Party intending to make any additional changes or supplementary arrangements shall serve the other Party an immediate written notice of not less than 14 working days to the other Party's recognized address or that which is supplied by the Party to be notified. Service by recognized electronic mail, post or delivery note shall be sufficient.

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**SIGNIDED AND SEALED/STAMPLED by the signed of PART A (JIHAE MINING)**

FULL NAME: ..... *WU RUNZE* .....

POSTAL ADDRESS: ..... *96372 DSM* .....

QUALIFICATION: ..... *DIRECTOR* .....

SIGNATURE:.....

*宋之彬*

DATE:..... *10/03/2025* .....



**IN THE PRESENCE OF (WITNESS):**

FULL NAME: ..... *Lugman Nassor* .....

POSTAL ADDRESS: ..... *96372 DSM* .....

QUALIFICATION: *Commissioner for Oaths* .....

SIGNATURE:.....

DATE:.....



**SIGNIDED AND SEALED/STAMPLED by the signed of PART B (SEIF HARITH SAID P.O.BOX 8 MPANDA, KATAVI. PHONE NUMBER 0627799913)**

FULL NAME: ..... *Mwanaidi Omary* .....

POSTAL ADDRESS: .....

QUALIFICATION: ..... *Owner* .....

SIGNATURE:.....

DATE:..... *10/03/2025* .....

*Picha*

**IN THE PRESENCE OF (WITNESS):**

FULL NAME: ..... *Lugman Nassor* .....

POSTAL ADDRESS: ..... *96372 DSM* .....

QUALIFICATION: *Commissioner for Oaths* .....

SIGNATURE:.....

DATE:..... *10/03/2025* .....

