

TECHNICAL SERVICES PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into on this 10th day of September, 2025, between two parties committed to a collaborative and prosperous partnership.

BETWEEN:

MR. YUSUF HASSAN MOHAMED, an individual of full age and sound mind, residing at Dar es Salaam, Tanzania, with National Identity number 1987111215108000421, and the lawful holder of 12 Primary Mining Licenses (PMLs) located at Kasakalawe area, Makongolosi, Chunya District, Mbeya Region, Tanzania, covering approximately 500 acres (hereinafter referred to as the "Owner").

AND

AFRIGLOBAL RESOURCES LIMITED, a limited liability company incorporated under the laws of Tanzania, with certificate of incorporation number 186397266, having its registered office at Dar es Salaam, Tanzania (hereinafter referred to as the "Service Provider").

(The Owner and the Service Provider are referred to individually as a "Party" and collectively as the "Parties").

1. BACKGROUND AND DEFINITIONS

1.1 Background

The Owner holds 12 Primary Mining Licenses (PMLs) and is actively engaged in gold extraction at the Site. The Owner welcomes the Service Provider's expertise to enhance and expand these operations in full compliance with the Mining Act, 2010 (as amended by the Finance Act, 2025) and the Mining (Technical Support to Small Scale Miners) Regulations, 2025. The Service Provider, with its proven mining expertise, will provide technical services, initial investment, and future investments to optimize the Site's potential. Together, the Parties aim to work as a cohesive team, sharing profits as outlined herein upon signing of this agreement.

The 12 Primary Mining Licenses (PMLs) are detailed in Schedule A of this Agreement.

1.2 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:



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- **"Advance Payments"** shall mean the sum of **USD 73,720.91** paid by the Service Provider (via its affiliate, Tayseer Spice Lands Limited) to the Owner prior to this Agreement, as detailed in Schedule C, credited against the Initial Investment.
- **"Site"** shall mean the land and mining licenses described in Schedule A, including all existing facilities (e.g., crushers, processing plant, infrastructure) used for gold extraction.
- **"Services"** shall mean all technical and operational services, including exploration, drilling, geological surveys, mineral extraction, processing, transportation, and marketing of minerals from the Site.
- **"Net Profits"** shall mean the total revenue from mineral sales, less operational costs, taxes, royalties (including 6% on metallic minerals per Section 87 of the Mining Act, 2010, as amended), (specified in Clause 3.6) and agreed expenses.
- **"Investment"** shall mean initial and subsequent capital, including contributions from new investors, deployed by the Service Provider to enhance Site operations.
- **"Project Account"** shall mean the joint commercial bank account held by both Parties, as detailed in Schedule B, for depositing Revenue and paying Operational Costs. The said bank account will be opened after registration of this agreement into Mining Commission
- **"Management Committee"** shall mean the committee established under Clause 3.5 to oversee operations.
- **"Initial Investment"** shall mean **USD 400,000.00** provided by the Service Provider for mobilization, less Advance Payments, as detailed in Clause 3.1.
- **"Major Decisions"** shall mean decisions on annual budgets, capital expenditures exceeding **USD 50,000**, admission of new investors, or changes to operational scope.
- **"Revenue"** shall mean all proceeds from the sale of minerals extracted from the Site.
- **"Operational Costs"** shall mean all costs incurred in performing the Services, including labor, equipment, fuel, maintenance, and regulatory fees.

2. SCOPE OF SERVICES

The Service Provider shall, at its sole cost, risk, and expense, provide Services to enhance and expand gold extraction at the Site, including:

- Technical expertise (e.g., geologists, mining engineers) to optimize production.
- Procurement and deployment of heavy machinery, equipment, and tools.
- Planning, execution, and management of exploration, extraction, and mineral sales.
- Compliance with the Mining (Technical Support to Small Scale Miners) Regulations, 2025, including capacity building for the Owner and local miners.

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- Maintenance and upgrading of existing facilities (e.g., crushers, processing plant) to ensure operational efficiency.

The Service Provider shall commence the Services immediately after signing of this agreement.

3. FINANCIAL TERMS

3.1 Investment Capital and Advance Payments

The Service Provider shall provide an Initial Investment of **USD 400,000.00** for mobilization and operational enhancements. Advance Payments of **USD 73,720.91 (TZS 180,000,000.00)**, made via Tayseer Spice Lands Limited, are credited against this amount, leaving a remaining balance of **USD 326,279.09**.

Payment of this balance should be half balance of the amount after signing of this agreement and remaining half balance amount is conditional upon written confirmation from the Mining Commission of Tanzania that this Agreement is registered per the Mining (Technical Support to Small Scale Miners) Regulations, 2025. Upon confirmation, the balance shall be paid to the Owner's designated account (Schedule B) for Site mobilization as soon as practicable possible. Upon signing of this Agreement, the Service Provider shall be entitled to use all existing facilities on the Site, and the profit-sharing arrangement outlined in Clause 3.2 shall apply.

3.2 Profit Sharing

Net Profits from the mining operations, including existing gold extraction and expanded production, shall be shared as follows:

- Owner: **40%** of the net profit.
- Service Provider: **60%** of the net profit.

This profit-sharing arrangement shall become effective upon the registration of this Agreement with the Mining Commission and payment of the remaining Initial Investment balance. Profit distributions shall be determined by the Management Committee, based on operational needs, available funds in the Project Account, and approved financial statements. Distributions shall occur at least per each and every month or after request of the parties, the said payments will be subject to sufficient cash flow.

3.3 Accounting and Auditing



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The Service Provider shall maintain accurate financial records per Section 100 of the Mining Act, 2010. The Owner may appoint an independent auditor annually, at their expense, to inspect records, with full cooperation from the Service Provider. Audit reports shall be shared with the Management Committee within 30 days of completion.

3.4 Sales Proceeds and Project Account

All Revenue shall be deposited into the Project Account, requiring dual signatories (one from each Party). The Service Provider shall provide monthly bank statements and deposit confirmations to the Owner. Withdrawals for Operational Costs shall require Management Committee approval.

3.5 Management Committee

a) **Composition:** Comprises **two representatives** from each Party. b) **Decision-Making:** Major Decisions require unanimous consent; operational decisions require a simple majority. In case of a deadlock on Major Decisions, the Parties shall engage a neutral mediator within 14 days. c) **Meetings:** Held quarterly, with detailed minutes signed by attendees. Emergency meetings may be called with 7 days' notice. d) **Functions:**

- Approve annual budgets and capital expenditures.
- Monitor performance and financial results.
- Determine profit distribution timing and amounts.
- Resolve disputes between the Parties' representatives.
- Ensure compliance with all applicable laws and regulations.
- Implement measures to enhance efficiency, safety, and profitability.

3.6 Net Profit Deductions

To determine the Net Profits for distribution as outlined in Clause 3.2, the following deductions shall be applied to the total Revenue from mineral sales deposited in the Project Account:

a) **Royalties:** A royalty of 6% on the gross value of metallic minerals (e.g., gold), as required under Section 87 of the Mining Act, 2010 (as amended), payable to the Government of Tanzania through the Mining Commission.

b) **Taxes and Levies:** All applicable taxes, including corporate or personal income tax, Value Added Tax (VAT) where applicable, withholding taxes, and local government service levies, as required under Tanzanian law.

c) **Operational Costs:** All costs incurred by the Service Provider in performing the Services, including but not limited to:

- Labor costs for workers, technicians, and administrative staff.
- Costs for procurement, leasing, maintenance, and fuel for equipment and machinery.
- Utility costs for water, electricity, and other operational needs.
- Transportation and logistics costs for moving minerals to markets or refineries.
- Environmental compliance costs, including waste management and site rehabilitation per the Environmental Management Plan.
- Insurance premiums for liability, environmental remediation, and worker compensation
- Permitting and licensing fees to maintain the PMLs and comply with regulatory requirements.
- Administrative overheads, including security and professional services (e.g., geological surveys). d) **Other Agreed Expenses:** Any additional expenses mutually agreed by the Management Committee, such as costs for training programs, community development initiatives, or marketing of minerals.

The Service Provider shall provide a detailed breakdown of all deductions in the monthly/ quarterly financial reports submitted to the Management Committee, ensuring transparency. All deductions shall be supported by receipts, invoices, or other verifiable documentation, subject to audit under Clause 3.3.

4. OBLIGATIONS OF THE PARTIES

4.1 Obligations of the Owner

The Owner shall:


- Grant the Service Provider and its personnel full, unhindered, and exclusive access to the Site for the entire Term of this Agreement, including all existing facilities such as crushers, processing plant, and infrastructures, where gold extraction is currently operational.
- Provide copies of all necessary mining licenses and permits to the Service Provider, including evidence of ongoing compliance with the Mining Act, 2010.
- Warrant that the PMLs listed in Schedule A and the Site are free from any third-party claims, encumbrances, or disputes.
- Cooperate fully and promptly with the Service Provider to achieve the registration and admission of this Agreement by the Mining Commission.
- Appoint its authorized signatory for the Project Account and its representatives to the Management Committee.
- Participate in good faith in the Management Committee meetings to discuss and mutually agree on the timing and amount of profit distributions.
- Acknowledge receipt of the Advance Payments detailed in Schedule C and agree to their deduction from the Initial Investment amount.

- Use the remaining balance of the Initial Investment paid to his designated account exclusively for the mobilization and initiation of technical and operational activities on the Site.
- Not interfere with the Service Provider's operational activities, personnel, or equipment on the Site, except as part of the collaborative management process.
- Indemnify and hold the Service Provider harmless against any losses, liabilities, or damages arising from any third-party claims on the Site or the PMLs.
- Agree to and accept all future investments and the introduction of new investors by the Service Provider for the improvement of the Site.
- In good faith, provide the Service Provider with the use of all existing facilities within the Site for the purpose of conducting the Services.
- Actively participate in the joint management and supervision of operations as outlined in Section 3.5.
- Submit required PML reports to the Mining Commission in a timely manner.

4.2 Obligations of the Service Provider

The Service Provider shall:

- Perform the Services with due care, skill, and diligence, in accordance with industry best practices, to improve the existing gold extraction operations and expand the scale of production.
- Adhere to all applicable laws, rules, and regulations of Tanzania, including the Mining Act, 2010 and the Mining (Technical Support to Small Scale Miners) Regulations, 2025.
- Be solely responsible for all operational costs, including but not limited to labor, fuel, maintenance, and equipment, to support and expand the current operations.
- Provide all necessary documentation and bear all costs associated with the application to the Mining Commission for the registration of this Agreement.
- Appoint its authorized signatory for the Project Account and its representatives to the Management Committee.
- Participate in good faith in the Management Committee meetings to discuss and mutually agree on the timing and amount of profit distributions.
- Pay the remaining balance of the Initial Investment to the Owner's designated account upon fulfillment of the condition precedent in Clause 3.1.
- Manage and coordinate all future investments, including those from new investors, to enhance the Site's development and mining operations.
- Utilize the existing facilities provided by the Owner in good faith, with due care and maintenance.
- Actively participate in the joint management and supervision of operations as outlined in Section 3.5.

- Ensure that all sales proceeds from gold, including ongoing production and expanded output, are deposited into the Project Account and provide the Owner with written confirmation of each deposit.
- Prioritize local employment and procurement of goods/services from Tanzanian sources, as required under Section 52 of the Mining Act, 2010.
- Provide quarterly technical and operational reports to the Management Committee.
- Ensure to have valid Mining License throughout the periods of operation
- Handle all sales declarations with Legal Authority.

5. TERM AND TERMINATION

5.1 Term

This Agreement shall commence effective on the date of its execution (upon signing of this agreement) and remain in force for a period of ten (10) years (the "Term"), with an option for renewal upon mutual written consent of both Parties, subject to renewal of the PMLs under Section 56 of the Mining Act, 2010.

5.2 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice to the other Party if:

- The other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of the breach.
- The other Party becomes insolvent, bankrupt, or enters into liquidation.
- The Mining Commission revokes the PMLs or denies registration of this Agreement.

5.3 Termination on Default

In the event that either Party defaults on their material obligations and fails to cure such breach within thirty (30) days, the other Party shall have the right to terminate this Agreement. Upon termination due to the Owner's default, the Service Provider shall be entitled to seek reimbursement for its unrecovered Investment. Upon termination due to the Service Provider's default, the Owner shall be entitled to compensation for any loss

or damage to the Site. Post-termination, the Parties shall reconcile the Project Account and distribute remaining Net Profits per Clause 3.2 within 60 days.

6. REPRESENTATIONS AND WARRANTIES

The Owner represents and warrants to the Service Provider that:

- He is the sole and exclusive owner and holder of the PMLs described in Schedule A of this Agreement, in compliance with Section 8 of the Mining Act, 2010 (restricted to Tanzanian citizens).
- The PMLs are valid, in good standing, and have been issued in full compliance with all applicable laws, including the Mining Act, 2010, with ongoing gold extraction operations duly authorized.
- The Owner has full authority to enter into this Agreement and to grant the rights herein to the Service Provider, including the acceptance of future investments, new investors, and the use of existing facilities.
- The Site's existing facilities are operational and fit for use in the Services.

The Service Provider represents and warrants to the Owner that:

- It is duly incorporated and in good standing under Tanzanian law.
 - It has the expertise and resources to perform the Services as described.
 - It will comply with all applicable mining laws and regulations.
 - It holds necessary licenses or certifications for mining operations.
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7. INDEMNIFICATION

Each Party shall indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any breach of its representations, warranties, or obligations under this Agreement or any negligent or unlawful act or omission in the performance of its duties. Each Party's indemnification obligations shall include environmental liabilities arising from their respective actions or omissions.

8. CONFIDENTIALITY

Both Parties shall keep confidential all non-public information concerning the other Party's business, finances, and operations. This obligation shall survive the termination of this Agreement for a period of five (5) years. This includes proprietary technologies, geological data, or trade secrets used in the Services.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania, including the Mining Act, 2010 (as amended by the Finance Act, 2025) and the Mining (Technical Support to Small Scale Miners) Regulations, 2025. The Parties shall attempt to resolve any dispute through good faith negotiations within 60 days. If unresolved, any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the auspices of the East Africa Court of Justice Arbitration Department, and the language of the arbitration shall be English.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

11. FORCE MAJEURE

Neither Party shall be held liable for failure to perform its obligations under this Agreement if such failure is caused by an event of force majeure, including but not limited to natural disasters, war, or government acts. The affected Party shall notify the other within 7 days and resume performance as soon as practicable. If force majeure persists for 90 days, either Party may terminate this Agreement with written notice.

12. TRANSFER OF INTERESTS

The Parties acknowledge that this Agreement represents a collaborative partnership. Neither Party may transfer or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Any proposed transfer is also subject to approval by the Mining Commission

where required under the Mining Act, 2010, ensuring the continuity of the partnership's objectives and compliance with applicable regulations. Any transfer shall comply with Section 8 of the Mining Act, 2010, restricting PML ownership to Tanzanian citizens.

13. COMPLIANCE WITH MINING REGULATIONS

The Parties shall ensure full compliance with the Mining Act, 2010 (as amended), the Mining (Technical Support to Small Scale Miners) Regulations, 2025, and related laws, including but not limited to:

- **Royalties and Taxes:** All royalties (6% on gross value of metallic minerals such as gold per Section 87 of the Mining Act) and taxes shall be deducted from revenues prior to calculating Net Profits and paid to the relevant authorities for both existing and enhanced operations.
- **Environmental Protection:** Operations shall comply with the Environmental Management Act, 2004, including measures to protect the environment, manage waste, and rehabilitate the Site upon termination (per Section 55 of the Mining Act). The Service Provider shall develop and implement an Environmental Management Plan (EMP) per the Environmental Management Act, 2004, and submit it to the Management Committee within 90 days of Agreement registration.
- **Health and Safety:** The Service Provider shall implement health and safety standards in accordance with regulations, ensuring safe working conditions for all personnel in the ongoing and expanded operations.
- **Local Content:** Priority shall be given to employing and training Tanzanian citizens and procuring goods/services from local sources (per Section 52 of the Mining Act).
- **Reporting:** The Parties shall maintain and submit technical, geological, and financial reports to the Mining Commission as required under Section 100 of the Mining Act, including quarterly operational reports for the current and enhanced operations.
- **Insurance:** The Service Provider shall obtain and maintain comprehensive insurance for mining operations, as per international standards and Section 111 of the Mining Act, covering liabilities, damages, and environmental risks for both existing and expanded activities. The Service Provider's insurance shall include coverage for environmental remediation and worker compensation with minimum limits of USD 1,000,000 for liability.
- **Registration:** This Agreement shall be registered with the Mining Commission within 30 days of execution, as required under the Mining (Technical Support to Small Scale Miners) Regulations, 2025.

Non-compliance with these regulations may constitute a material breach, leading to termination under Section 5.

14. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed duly given if delivered personally, sent by registered mail, emailed, or via courier with proof of delivery to the addresses specified below:

To the Owner:

Mr. Yusuf Hassan Mohamed
P.O.Box 2728 Dar es salaam
Email: yusufhassanmohamed255@gmail.com
Phone: +255628179233

To the Service Provider:

Afriglobal Resources Limited
Abla Hotel & Apartments, Victoria area, Dar es salaam
Email: afriglobalresources@gmail.com/bfalemaw@gmail.com
Phone: +255713801818/+26773456416

15. ANTI-BRIBERY AND CORRUPTION

The Parties shall comply with all anti-bribery and anti-corruption laws in Tanzania, including the Prevention and Combating of Corruption Act, 2007. Neither Party shall offer, give, or receive any bribe or improper inducement in connection with this Agreement.

16. SCHEDULES

This Agreement includes the following Schedules, which form an integral part thereof:

- **Schedule A: Details of PMLs and Site Description**
- **Schedule B: Bank Account Details**
- **Schedule C: Advance Payments**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above, in a spirit of mutual respect and collaboration.

SIGNED by Owner

SIGNED and DELIVERED by the said YUSUF HASSAN MOHAMED who is known to me personally/identified to me by Ahmed the latter person being known to me personally on this 18 day of 09 2025.


OWNER

SIGNATURE: AM

POSTAL ADDRESS: 35028 DSM

QUALIFICATION: ADVOCATE



SIGNED by the Service Provider:

1. Name Berhanu Fanta Alemaw

Signature [Handwritten Signature]

Designation DIRECTOR

Dated 18th Sep 2025

2. Name AHMED NASOR KHALIFA

Signature [Handwritten Signature]

Designation DIRECTOR

Dated 18th SEP 2025

Sealed with the AFRIGLOBAL RESOURCES LIMITED Common Seal

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Seal

SCHEDULE A: DETAILS OF PMLs AND SITE DESCRIPTION

[List all 12 PMLs with their full numbers. Missing PML numbers (11 and 12) must be specified before execution.]

1. PML00585CHY
2. PML000920
3. PML00590CHY
4. PML00809CHY
5. PML00808CHY
6. PML00810CHY
7. PML00811CHY
8. PML00807CHY
9. PML000919
10. PML00586CHY
11. PML[Complete Number]
12. PML[Complete Number]

Site Location: Kasakalawe area, Makongolosi, Chunya District, Mbeya Region, Tanzania

Total Area: Approximately 500 acres

Existing Infrastructure: Existing facilities such as crushers, processing plant, water supply system, storage facilities, and access roads.

SCHEDULE B: BANK ACCOUNT DETAILS

Account for Initial Investment Payment:

Account Name: Yusuf Hassan Mohamed

Bank Name: CRDB Bank

Account Number (USD): 0252664766000

SWIFT Code: CORUTZTZ

Branch Address: [Insert Branch Address, e.g., Dar es Salaam, Tanzania]

Project Account Details:

Bank Name: [To be confirmed upon opening]

Account Name: Yusuf Hassan Mohamed & Afriglobal Resources Limited Joint Account

Account Number: [To be confirmed]

SWIFT Code: [To be confirmed]

Authorized Signatory (Owner): Yusuf Hassan Mohamed

Authorized Signatory (Service Provider): [Name to be confirmed]

Note: The Project Account shall be opened within 14 days of Agreement registration with the Mining Commission.

SCHEDULE C: ADVANCE PAYMENTS

The Parties acknowledge the following Advance Payments have been made by the Service Provider (via its affiliate, Tayseer Spice Lands Limited) to the Owner prior to the execution of this Agreement. These payments are hereby credited against the Initial Investment.

Date	Details	Amount (TZS)	Amount (USD)	Purpose
Sep 2, 2025	Part of down payment for Afriglobal	40,000,000.00	16,381.76	Mobilization Fee
Aug 11, 2025	REF:1989926231bd0b8d IB FT FROM TAYSEER SPICE LANDS LIMITED TO YUSUF	30,000,000.00	12,286.32	Mobilization Fee
Jul 31, 2025	REF:198603c1d9bc697c IB FT FROM TAYSEER SPICE LANDS LIMITED TO YUSUF	40,000,000.00	16,381.76	Site Preparation
Jul 30, 2025	REF:1985b0d02aceca45 IB FT FROM TAYSEER SPICE LANDS LIMITED TO YUSUF	30,000,000.00	12,286.32	Site Preparation
Jul 29, 2025	FUND TRANS TO YUSUF HASSAN MOHAMED	40,000,000.00	16,381.76	Mobilization Fee
Total		180,000,000.00	\$73,720.91	

Adjusted Initial Investment:


- Total Initial Investment Obligation: USD 400,000.00
- **Less: Total Advance Payments: (USD 73,720.91)**
- **Remaining Initial Investment Balance to be paid to Owner's Account: USD 326,279.09**

Exchange Rate Note: USD amounts calculated at the CRDB Bank buying rate of TZS 2,441.93 = \$1 USD. The Parties confirm that the total TZS amount of 180,000,000.00 is equivalent to the agreed USD credit of \$73,720.91 against the Initial Investment. The Parties confirm that bank transfer records for all Advance Payments have been verified, and the exchange rate of TZS 2,441.93 = USD 1 is mutually agreed as accurate.




Note: Both Parties have initialed each entry in this schedule to confirm receipt and purpose. Supporting bank transfer evidence is attached to this Agreement


Initialed by Owner: Yusuf Hassan Mohamed

 18 Sep 2025

Initialed by Service Provider: Beihann Fanta Alemans

 18th Sep 2025

AHMED NASSOR KHALIFA

 18th Sep 2025