

Gold mine cooperation contract
Uchimbaji wa dhahabu kwa ushirikiano
金矿合作合同

Between
Kati ya
由

Mr. George Shamku

乔治·沙姆库先生

and
与

Mr. Mhina Omary Mhina

米纳·奥马里·米纳先生

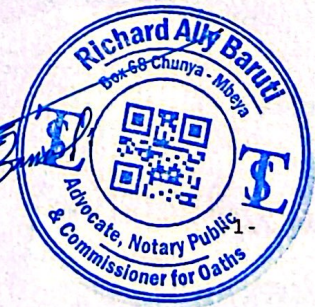
CHEN. GUANGMING

陈。光明

Place of signing : Chunya, Tanzania

Umesainiwa: Chunya, Tanzania

签署地点: 丘尼亚, 坦桑尼亚



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George Shamku

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Contract number / 合同号 : OLZ-2025-02

Date of signing : 19,February, 2025

Tarehe ya kusaini:19/02/2025

签署时间: 2025年2月19日

Information of both parties

Taarifa ya pande zote

合作双方信息

Information of Mr. George Shamku: (hereinafter referred to as Party A)

Taarifa za Ndugu: George Shamku (ambaye atajulikana kama upande A)

Name: Mr. George Shamku

Country: Tanzania

NIN No: 19800318-54105-0002-23

Tel: 0767503810

Add: P.O.Box 213 Chunya, Tanzania

MR. GEORGE SHAMKU 乔治·沙姆库先生

姓名: Mr. George Shamku

国籍: 坦桑尼亚

身份证号: 19800318-54105-0002-23

电话号码: 0767503810

地址: P.O.Box 213 - Chunya, Tanzania

Information of Mr. Mhina Omary Mhina: (hereinafter referred to as Party A)

Taarifa za Ndugu: George Shamku (ambaye atajulikana kama upande A)

Name: Mr. Mhina Omary Mhina

Country: Tanzania

NIN No: 19750118-53810-00001-24

Tel:0767412574

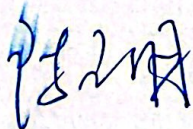
Add: P.O.Box 213 Chunya, Tanzania

MR. MHINA OMARY MHINA 米纳·奥马里·米纳先生

姓名: Mr. Mhina Omary Mhina

国籍: 坦桑尼亚

身份证号: 19750118-53810-00001-24



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Contract number / 合同号 : OLZ-2025-02

电话号码: 0767412574

地址: P.O.Box 213 - Chunya, Tanzania

Information of Chen. Guangming (hereinafter referred to as Party B) Citizen of People' s Republic of China with Passport number E69461178

Taarifa za Ndugu: Chen. Guangming (ambaye atajulikana kama upande B) raia wa nchi ya Jamuhuri ya Watu wa Uchina.

Party A and Party B are collectively referred to as the parties

Upande A na Upande B wote kwa Pamoja watajulikana kama Wadaawa

A方和B方合称为双方

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1. Foreword

Utangulizi

前言

- 1.1 This contract is signed by both parties in accordance with the laws and regulations of the Federal Republic of Tanzania, and the requirements of the laws and regulations of Tanzania will be strictly complied with during the execution of the contract.

Mkataba huu unasainiwa na pande zote mbili kwa mujibu wa sheria na kanuni za Jamuhuri ya Muungano ya Tanzania na utafungwa na kutawaliwa na sheria hiyo.

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wakati wa Utekelezaji wa Mkataba.

本合同由双方按照坦桑尼亚联邦共和国的法律法规签署，在合同的执行过程中严格遵守坦桑尼亚的法律法规要求。

1.2 The two parties agree to cooperate on the gold mine project. Party A agrees to contract part of the gold mine area which belong to itself to Party B for mining and processing. Party B agrees to distribute the gold ore in proportion, pay the franchise fee and provide relevant support and service to Party A.

Pande zote wameridhia kushirikiana katika mradi huu wa kuchimba dhahabu ambapo Uande A umeridhia kutoa sehemu ya eneo lake la leseni kwa Upande B kwaajili ya mradi wa uchimbaji na upande B umekubali kugawana mawe yenye dhahabu Pamoja na kutoa pesa ya Kiingilio na kumsaidia Upande A.

双方同意就金矿项目进行合作，A 方同意将属于自己的部分金矿区域承包给 B 方进行开采和加工，B 方同意向 A 方按比例分配金矿矿石、支付加盟费 and 提供相关支持与服务。

2. Project Introduction

3. Utambulisho wa Mradi

项目介绍

2.1 Information on the gold mines in cooperation between the two parties.

2.1 Taarifa ya ushirikiano katika Uchimbaji wa dhahabu baina ya pande zote.

双方合作金矿的信息

--- Number of mine license PML 000352SWZ) of Patamela Area.

Nambari za leseni ya uchimbaji PML000352SWZ ya eneo la Patamela.

---The investor shall extract underneath and interfere with Part A' s Shafts situated at PML 000352SWZ and Part B shall be bound only on the areas which is not mined by Part A.

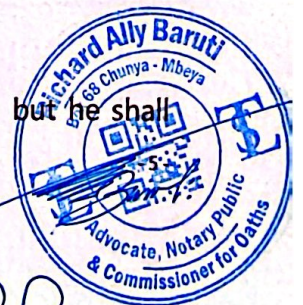
Muwekezaji atakuwa na sharti la kuchimba kwenda chini pasipo kumingilia Upande A katika mashimo/maduara yake na Upande B atalazimika kuchimba eneo lile tu lisilochimbwa na Upande A.

--帕塔梅拉地区采矿许可证号 PML 000352SWZ)。

---投资者应在 PML 000352SWZ 处开采并干扰 A 部分的竖井，B 部分应仅在由部分开采的区域受到约束 A

---That, Party B shall mine any area in the License PML 000352SWZ) but he shall

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extract vertical shaft only 30 meters underneath thereafter he can be free to extract downwards into any directions in the license.

Kwamba upande B utakuwa na sharti la msingi kuchimba sehemu yoyote katika leseni nambari PML000352SWZ ishipokuwa tu atachimba mita 30 kwa urefu wa kusimama na baada yah apo anakuwa huru kuchimba kwa kutambaa upande wowote ndani ya leseni.

---乙方应在许可证 PML 000352SWZ 中的任何区域进行采矿，但他只能在地下 30 米处开采立井，之后他可以自由地向下开采到许可证中的任何方向

2.2 Project plan: The entire project investment period is 5 years. With commencement from 19th February, 2025 to 19th February, 2030.

2.2 Mpango Mkakati wa Mradi: Mradi mzima wa Uwekezaji utakuwa wa kipindi cha Miaka mitano 5 kwa kuanzia tarehe 19/02/2025 hadi 19/02/2030.

2.2 项目计划：整个项目投资期为 5 年。实施日期为 2025 年 2 月 19 日至 2030 年 2 月 19 日。

4. Division of work

分工

Mgawanyo wa Kazi

3.1 Part A :

Upande A:

A 方:

--- Responsible for handling and reviewing relevant qualifications for mining and processing in the contracted area.

Utawajibika kushughulikia vigezo vyote vinavyohitajika kwaajili ya Uchimbaji na uzalishaji katika uneo husika la mkataba.

负责承包区域的开采和加工的相关资质的办理和审核。

--- Assist Party B to obtain the resources needed in mining and processing.

Akisaidiwa na Upande B atashughulikia vitendea kazi muhimu vinavyohitajika kwaajili ya shughuli ya Uchimbaji na uzalishaji

协助 B 方获取开采和加工中需要的资源。

3.2 Part B :

Upande B

B 方:

--- Responsible for all investment and expenses of production in the contracted area.

Atakuwa na jukumu la mambo yote ya uwekezaji na gharama za uzalishaji katika eneo la mkataba.



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---- Responsible for the production management and personnel management of the contracted area.

Atakuwa na jukumu la usimamizi wa Uzalishaji na usimamizi wa Wafanyakazi wote katika eneo la Mkataba.

负责承包区域的所有投资和生产费用。

--- Responsible for the production management and personnel management of the contracted area.

Atahusika katika usimamizi wa uchimbaji na Wafanyakazi katika eneo la Mkataba.

负责承包区域的生产管理和人员管理。

5. Cooperation conditions

Mazingira ya Ushirikiano

合作条件

4.1 Cooperation time

Muda wa Ushirikiano

合作时间

--- Both parties agree that this contract is valid for 5 years and will come into effect from the date of signing by both parties and shall be renewable after 5 years.

Pande zote zimekubaliana kuwa muda wa Mkataba huu uwe ni Miaka Mitano 5 na utaanza kutumika rasmi kuanzia tarehe ya kusaini makubaliano haya baina ya pande zote na utakuwa ukifanyiwa marejeo mara tu utakapofikia ukomo wake.

---双方同意本合同有效期为5年，自双方签字之日起生效，5年后可续签

the contract expires, the contract can be renewed after negotiation between the two parties.

Mkataba ukifikia ukomo wake pande zote watakaa na kukubaliana baina ya pande zote mbili

合同到期后，经双方协商，可以续签本合同。

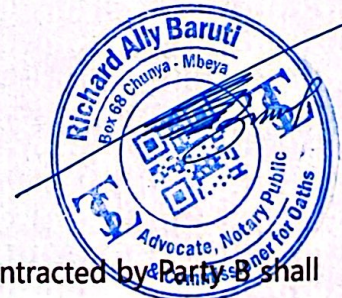
4.2 Ore Allocation

Mgawanyo wa Mawe

矿石分配

--- Both parties agree that the ore produced in the area contracted by Party B shall be distributed proportionally, the distribution ratio of Party A shall be 20%, and the distribution ratio of Party B shall be 80%.

Pande zote wameridhia kuwa mawe yaliyozalishwa katika eneo la mkataba kuwa



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yatagawanya kwa mafungu ambapo Upande A atagawiwa ujazo wa asilimia 20% na mgawo mwingine kwa Upande B asilimia 80%.

双方同意, B 方承包区域出产的矿石按比例分配, A 方分配比例为 20%, B 方分配比例为 80%。

4.3 Franchise Fee

加盟费

--- Party B agrees to pay Party A Tanzanian Shillings Twenty Millions Only (Tshs. 20,000,000/=) as the franchise fee for the gold mining project which shall be paid today on the signing of this agreement.

Upande B umekubaliana na Upande A kuwa Shilingi za Kitanzania Milioni Ishirini Tasilimu (Tshs. 20,000,000/=) zitalipwa kama kiingilio katika mradi huo wa uchimbaji wa dhahabu ambapo italipwa yote kwa mkupuo.

---乙方同意仅向甲方支付坦桑尼亚先令两千万 (Tshs.20,000,000/=) 作为金矿开采项目的特许经营费, 并于本协议签署时于今日支付。

4.4 Equipment

Vifaa

设备

--- Part B shall build electronic infrastructure by building power line and water utility by drilling in the mining license.

Upande B utakuwa na sharti la msingi la kujenga miundombinu ya umeme kwa kuweka nyaya za umeme mkubwa Pamoja na kuchimba maji katika leseni husika ya uchimbaji.

---B 部分应通过在采矿许可证中钻探来建设电力线路和供水设施来建设电子基础设施。

--- The contract has not expired, because the contract cannot be performed normally due to Party A's reasons, and Party B has the right to recover all the equipment and tools invested by Party B.

Kama mkataba huu utakuwa haujafikia ukomo wake na kwa namna yoyote umeshindwa kutekelezeka kwa sababu zinazotokana na Upande A basi Upande B atakuwa na haki ya Mmsingi kudai na kuchukuwa vifaa vyake alivyowekeza.

本合同未到期, 因为 A 方的原因导致合同无法正常执行, B 方有权回收所有 B 方投资的设备和工具。

4.5 Services

Huduma



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uzalishaji.

双方同意, 每月就生产管理进行一次会议交流。

6. Responsibilities and Obligations

Uwajibikaji na Wajibu

责任与义务

6.1 Party A:

Upane A:

A方:

--- Responsible for all kinds of qualifications for mining and processing in the contracted area and bear related expenses.

Atakuwa na wajibu wa kushughulikia vgezo vyote vya uchimbaji na uzalishaji katika eneo la Mkataba na kulipia gharama

负责办理承包区域的开采和加工的各类资质并承担相关费用。

--- Ensure that the mining and processing of the contracted area complies with the requirements of national laws and regulations.

Atahakikisha uchimbaji na uzalishaji katika eneo la Mkataba unazingatia matakwa ya Sheria za Nchi na kanuni zake.

确保承包区域的开采和加工符合国家的法律法规要求。

--- Responsible for coordinating and resolving issues with local government and local villages.

Atahusika kuunganisha mawasiliano katika mambo yote ya Selikali za mtaa na Kijiji.

负责协调并解决与当地政府和当地村庄的问题。

--- Help Party B to purchase production resources and sell products.

Atamsaidia Upane B kununua vit una kuuza.

帮助 B 方进行生产资源的采购和产品的销售。

6.2 Party B:

Upane B

B方:

--- According to the contract, distribute ore, pay franchise fee and provide service to Party A.

Kwa mujibu wa mkataba atagawanya mawe na kutoa kiingilio na kutoa huduma kwa Upane A

按合同约定, 向 A 方分配矿石、支付加盟费、提供服务。



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--- Responsible for the production management and personnel management of the contracted area.

Atawajibila usimamizi katika uzalishaji na usimamizi wa watu katika eneo la Mkataba.
负责承包区域的生产管理和人员管理。

--- Help Party A improve production efficiency and technical level.

Atamsaidia Upande A kuongeza uzalishaji na kiwango cha utaalumu.
帮助 A 方提高生产效率和技术水平。

7. Breach of contract

Kuvunjika kwa Mkataba

违约

--- If the contract has not expired, and the contract cannot continue to be performed normally due to Party A's reasons. Party A agrees to compensate Party B for all losses, including but not limited to equipment investment, infrastructure construction, personnel expenses, etc.

Iwapo kama mkataba haujafika ukomo na mkataba hauwezi kuendelea kutekelezwa kwasababu zinazosababishwa na Upande A basi Upande A ameridhia kumfidia Upande B hasara zote bila kusahau vifaa vya uwekezaji, ujenzi wa miundombinu na gharama za wafanyakazi.

合同未到期，因 A 方原因导致合同无法继续正常执行，A 方同意赔偿 B 方的所有损失，包括但不限于设备投资、基础建设、人员费用等。

--- If the contract has not expired. Due to the qualification problems of the contracted area that Party A is responsible for, Party B cannot mine and process normally, and Party A will bear the losses of Party B.

Iwapo Mkataba haujafikia ukomo kutokana na sababu au matatizo ya eneo la mktaba kwamba Upande A atawajibika ambapo Upande B kushindwa kuchimba na kuzalisha kawaida na hivyo Upande A utahusika katika gharama zote.

合同未到期，因 A 方负责的承包区域的资质出现问题，导致 B 方无法正常开采和加工，由此造成的 B 方的损失由 A 方承担。

--- If the contract has not expired, and the contract cannot continue to be performed normally due to Party B's reasons. Party B agrees to transfer all movable property and Party A free of charge, and can sell the equipment to A at the depreciated price.

Iwapo Mkataba haujafikia ukomo wake na mkataba kashindwa kutekelezwa kutokana na sababu zilizosababishwa na Upande B basi Upande B umeridhia miundo mbinu na yuba bila gharama kwa Upande A na anaweza kuuza vifaa kwa Upande A kwa bei ya vifaa

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合同未到期, 因 B 方原因导致合同无法继续正常执行, B 方同意将基础建设 (矿井建设和房屋等) 无偿转让给 A 方, 并可以将设备按折旧后的价格销售给 A 方。

--- If the contract has not expired, and the contract cannot continue to be performed normally due to the adjustment of national policies and regulations or the impact of other force majeure, and Party A does not need to pay any compensation to Party B.

Iwapo mkataba huu haujafikia ukomo na mkataba hauwezi kuendelea kutekelezwa kutokana na kubadilika kwa sheria na sera za nchi au majanga yasababshwayo na mazingira basi Upande A hautohusika katika gharama zozote alizotumia Upande B.

合同未到期, 因国家政策法规调整或其它不可抗力的影响导致合同无法继续正常执行, A 方无需向 B 方支付任何赔偿。

--- If the contract has not expired, if any party wishes to terminate the contract, it must submit a written request to the other party 90 days in advance and explain the reasons. After both parties reach an agreement, the contract can be terminated.

Iwapo Mkataba huu haujafikia ukomo wake na kunaupande wowote unania ya kusitisha mkataba huu utatoa notisi ya Siku Tisini 90 kabla ukielez sababu ya kufanya hivyo na pia mkataba huu utaweza kuvunjika kwa makubaliano ya pande zote.

合同未到期, 任何一方希望终止本合同, 需提前 90 天向另一方提出书面请求, 并说明原因, 双方达成一致后, 可以终止合同。

8. Dispute resolution

Usuluhishi wa Mgogoro

争议处理

8.1 Disputes refer to the disputes between Party A and Party B under this contract that arise during the execution of the contract.

Iwapo kutajitokeza mgogoro baina ya Upande A na Upande B unaotokana na mkataba huu basi njia za usuluhishi zitatumika.

争议是指本合同项下 A 方和 B 方之间就合同执行过程中出现的争议。

8.2 Processing mechanism

Namna ya Uzalishaji

处理机制

--- The first step: Both parties should understand each other and negotiate friendly.
Hatua ya kwanza: pande zote zitaelewana na kutumia usuluhishi kirafiki.

第一步: 双方应相互理解, 友好协商。

--- Step 2: Coordinate through miners association, village and district leaders.



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Hatua 2: Usuluhishi katika umoja wa Wachimbaji, Viongozi wa Kijiji na Wilaya.

第二步: 通过矿工协会、村、区的领导进行协调。

--- Step 3: Coordination through the Ministry of Mines Committee Office.

Hatua 3: Usuluhishi katika Wiazara na Tume na ofisi za Madini

第三步: 通过矿业部委员会办公室进行协调。

--- Step 4: The complaining party goes to court.

Hatua 4: Upande Unaolalamika kwenda Mahakamani.

第四步: 投诉方诉诸法院。

8.3 During the dispute resolution period, this contract will continue to be executed until a final decision is made.

Katika kipindi cha usuluhishi, Mkataba huu utaendelea kutekelezwa hadi pale usuluhishi utakapo fikia hatua ya mwisho.

争议处理期间, 本合同将继续执行, 直到做出最终决定。

9. Environment and Safety

Mazingira na Usalama

环境与安全

9.1 Both parties should strictly abide by the laws and regulations of the country and make every effort to protect the environment.

Pande zote zitafungwa na kusimamiwa na sheria na kanuni za nchi zinazosiamamia Mazingira.

双方应严格遵守国家的法律法规, 尽全力保护环境。

9.2 During the execution of the contract, Party B is responsible for the safety of personnel in the contracted area.

Wakati wa utekelezaji wa Mkataba huu Upande B utawajibika katika hatua zote za Usalama kwa kuweka walinzi katika eneo la Mkataba.

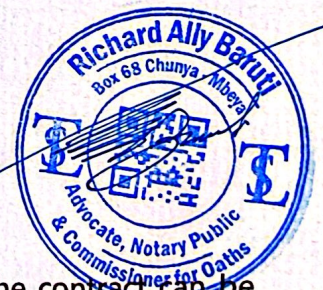
合同执行期间, B 方负责承包区域的人员安全。

10. Other

Mengineyo

其它

10.1 During the implementation of this contract, the terms of the contract can be



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modified after negotiation and agreement between the two parties. The modified content will take effect after being signed by both parties in the form of an attachment.

Wakati wa utekelezaji wa Mkataba vipengele vya mkataba vinaweza kurekebisha kwa makubaliano ya pande zote mbili baina ya pande zote mbili na vipengele hivyo vitasainiwa na pande zote.

本合同在执行过程中, 经双方协商并达成一致, 可以对合同条款进行修改, 修改的内容以附件的形式由双方签署后生效。

10.2 This contract is described in two languages, English and Chinese, and both languages have legal effect. If there is any discrepancy between the two languages, the English shall prevail.

Mkataba huu umeandaliwa katika Lugha Tatu ambazo ni Kiingereza, Kiswahili na Kichina na utakuwa katika nakala mbili.

本合同采用英文和中文两种语言描述, 两种语言都具备法律效力, 当两种语言描述有歧义时, 以英文为准。

10.3 There are Two copies of this contract, and each party holds one copy.

Kutakuwa nan akala mbili na kila upande utapata nakala moja.

本合同一式 2 份, 双方各执两份。

10.4 According to the Mining Law of the United Republic of Tanzania and the regulations of the local mining office, both parties will sign a contract (referred to as technical support Contract) that meets the requirements of the mining office, in order to comply with the laws of the country regarding safe mining and minerals.

Kulingana na Sheria za Madini za Jamuhuri ya Muungano ya Tanzania na kanuni za uchimbaji mdogo pande zote watasaini mkataba (mkataba wa utoaji utaalumu) ambao unakidhi vigezo vya kisheria na usalama wa uchimbaji wa madini.

10.4 根据坦桑尼亚联合共和国《采矿法》和当地采矿办公室的规定, 双方将签订符合采矿办公室要求的合同 (简称技术支持合同), 以遵守该国有关安全采矿和矿产的法律。

10.5 This contract is valid from 19th February, 2025 to 19th February, 2030.

Mkataba huu utanza kutumika leo tarehe 19/02/2025 to 19/02/2030.

10.5 本合同有效期为 2025 年 2 月 19 日至 2030 年 2 月 19 日。

Signature :



[Handwritten signature]

OLZ-2025-02

[Handwritten signature]

签署:

Party A: Mr. George Shamku
A方: George Shamku 先生

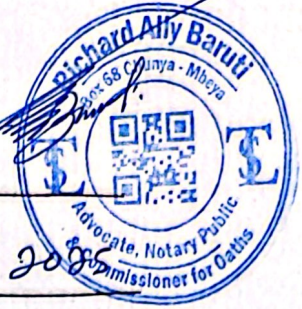
Signature/签字: GEORGE

Date/日期: 19/02/2025

Witness of Party A:
A方见证人:

Signature/签字: _____

Date/日期: 19/02/2025



Party A: Mr. mhina Omary Mhina
A方: Mhina Omary Mhina 先生

Signature/签字: MHINA

Date/日期: 19/02/2025

Witness of Party A:
A方见证人:

Signature/签字: _____

Date/日期: 19/02/2025



Party B: Mr. Chen. Guangming
B方:

Signature/签字: CHEN

Date/日期: 2025-2-19

Witness of Party B:
B方见证人:

Signature/签字: _____

Date/日期: 19/02/2025

