

BUYER	Minterra FZC P5-ELOB Office No. E-30F-11, Hamriyah Free Zone, Sharjah, UAE PO BOX NO. 50678 Email: trading@minterra.ae
SELLER	Katanga Minerals 1 Av Kato, quartier Industriel ; commune Kampemba Lubumbashi / Democratic Republic of Congo Email: info@katangam.com
AGREEMENT	BUYER and SELLER agreed to undertake transaction for purchasing and selling of MATERIAL in accordance with terms and conditions herein stipulated.
MATERIAL	500 metric tones of Cassiterite concentrates at todays estimated value of USD 16,000,000.00.
COUNTRY OF ORIGIN	DR Congo
SPECIFICATION	SN 60% min
PRICE AND PAYMENT	Buyer shall pay to seller a pre-payment of USD283,000.00 on signing of the contract. Buyer shall pay to seller 20% as provisional payment when goods are loaded on vessel upon receipt of the following documents: Certificate of Assay issued by approved laboratory, packing list, all other documents required at port of destination including paid taxes certificate.
DURATION	This contract is concluded for a period starting from January 1, 2024 to December 31, 2025. At the expiring date of the contract, Parties have the right to renew it by a written mutual agreement.
DELIVERY TERMS	FCA Lubumbashi (INCOTERMS 2020), customs cleared for export.
INDEPENDENT LAB	Alex Stewart International.
PACKING	Packed in good condition steel drums suitable for long distance ocean and inland transportation multi-handling and well protected against dampness, moisture and rough handling.
STORING	After sampling, material will be stored at this address: Katanga Minerals 1 Av Kato, quartier Industriel ; commune Kampemba Lubumbashi / Democratic Republic of Congo

LOADING	SELLER will appoint transporter.
DUTIES AND TAXES	All duties, taxes, charges and commissions levied or assessed in DR Congo to be paid by the SELLER.
iTSCi LEVY	SELLER will arrange to pay the applicable levy to iTSCi upon FINAL PAYMENT.
NON-SPECIFICATION MATERIAL	BUYER shall have the option to reject the material if it not meets the SPECIFICATION given.
MATERIAL CONTAINING RADIOACTIVITY	SELLER confirms the levels of radiation contained in the material does not exceed the International Atomic Energy Agency's Class 7 limit ($\text{ThO}_2 \% \times 36 + \text{U}_3\text{O}_8 \% \times 104$ no more than 10 Bq/g). If material received is greater than this limit, the BUYER has the option to reject the material. The subsequent shipping and transportation costs shall be at the SELLER's expense.
WEIGHING, SAMPLING AND ASSAYING	SELLER shall arrange for the weighing, sampling and assaying Sn, ThO ₂ , U ₃ O ₈ and moisture content in the MATERIAL, to be carried out independently by INDEPENDENT LAB. Cost for WEIGHING, SAMPLING AND ASSAYING for SELLER's account.
INSURANCE	BUYER shall arrange and pay for insurance for the MATERIAL after it has been sealed in drums on the truck in DR Congo. In the event of a loss, both parties will assist each other in making an insurance claim and if the insurer requires, will make a joint claim for loss.
TITLE AND RISK	TITLE of MATERIAL shall transfer from SELLER to BUYER upon payment of PROVISIONAL PAYMENT. Risk of loss of MATERIAL shall pass from SELLER to BUYER on FCA Lubumbashi (INCOTERMS 2020).
PAYMENT	Payment shall be made when the material will reach end user.
PAYMENT NO WAIVER	No payment by BUYER to SELLER hereunder, whether in part or in full, shall constitute waiver of any of BUYER'S rights arising out of the failure of the MATERIAL to meet SPECIFICATIONS, including the right to reject MATERIAL so failing to meet SPECIFICATIONS or to seek damages in relation to such MATERIAL.
iTSCi MEMBERSHIP	In line with the OECD requirements the iTSCi traceability scheme requires all companies along the supply chain using the scheme and up to the smelter stage to be registered as iTSCi members. Therefore, and without exception, BUYER can only accept MATERIAL from SELLER and his upstream sources that have been registered as iTSCi members.
BAG TAGGING	Any MATERIAL delivered under this contract that is not properly tagged under the iTSCi traceability scheme shall be rejected by the

BUYER. SELLER shall refund the full PROVISIONAL PAYMENT (if any) to the BUYER, together with any market loss on MATERIAL that has been priced. BUYER may offset any losses against amounts owing to SELLER for other deliveries under this and all other contracts between BUYER and SELLER.

**CONFLICT MINERALS
POLICY AND DUE
DILIGENCE**

The SELLER will assist the BUYER in its due diligence obligations as per the BUYER's conflict minerals policy, OECD's Guidelines, EICC/GeSi Due Diligence Action by providing documentation plus others as required by EICC/GeSi auditors. On an annual basis, BUYER and SELLER agree to work together to re-confirm the legitimacy of the immediate supply chain through the collection and review of relevant iTSCi base line assessments, status reports, authorizations and registration certificates for Mine Sites, Comptoirs and Négociants who form part of SELLER's supply chain in line with the iTSCi policy.

**WHISTLEBLOWING
POLICY**

The SELLER is aware of the BUYER's Whistleblowing Policy and commits to educate and encourage its use of employees in order to highlight any wrong doings in its supply chain.

**ANTI-BRIBERY
COMPLIANCE**

The SELLER and its related entities shall at all times conduct business in compliance with the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 as well as the anti-bribery laws of any territory in which the SELLER provides services to the BUYER.

SPOT CHECKS

The SELLER agrees that BUYER can visit the supplying facilities and/or warehouse at any time without prior notice as a means of verifying the extent to which due diligence, traceability and supply chain verification measures are in place.

NOTICE

Notices under this contract shall be deemed to be sufficiently served if delivered to a party at its address appearing on the first page of this agreement or to such amended address as may hereafter be notified to the other party. Delivery pursuant to this clause may be by mail, in person or, if later confirmed in writing, sent by airmail or by e-mail.

DISPUTE RESOLUTION

Any difference or dispute arising out of, or in connection with this contract, which cannot be settled by mutual agreement within 30 days of its notification by either Party, shall be settled by Arbitration in London in accordance with the Rules and Regulations of the London Metal Exchange. The arbitration must be conducted in English.

FCPA COMPLIANCE

SELLER warrants and represents to, and agrees with, BUYER that (i) it has read, understands and will comply with U.S. Foreign Corrupt Practices Act; (ii) neither or nor anyone acting on its behalf in connection with the transaction hereunder will pay or offer to pay any money or anything else of value either directly or through a third party to any official or employee of any governmental authority or agency for the purpose of influencing any act or decision of that

person in his official capacity or inducing such person to use his official capacity, or induce any such person to use his influence with such government agency to affect or influence any act or decision thereof or to secure an improper advantage; (iii) no official or employee of any governmental authority or agency has any legal or beneficial interest in the SELLER or the transaction hereunder. If SELLER breaches any of the foregoing representations, warranties, or agreements, this Agreement shall become void, Buyer may rescind this agreement, and Buyer may recover any and all amounts paid to SELLER arising out of this agreement.

FORCE MAJEURE

In the event of Force Majeure such as strikes, lockouts or other differences with workmen, accidents, damage to plant, interference caused by revolution, insurrection or intervention of constituted authorities of any other contingency beyond the control of the BUYER and SELLER hindering or preventing the SELLER from forwarding, shipping and/or delivering or the BUYER from receiving smelting or dealing with the concentrates or the resultant metal in the ordinary course of business, shipments and/or deliveries may be suspended until such conditions cease to exist on written notice being given by and to the contracting parties.

Signed for and on behalf of:
Minterra FZC

Signed for and on behalf of:
Katanga Minerals

BUYER

SELLER

