

MEMORANDUM OF INTENT

Entered into between

SINOMINE TSUMEB SMELTER (PTY) LTD

a private company with limited liability with registration number CY/2000/0087, duly incorporated in terms of the laws of the Republic of Namibia, and herein duly represented by

Logan Lou Yonggang in his capacity as **Chief Executive Officer**.

("hereinafter referred to as **SINOMINE**")

and

MASSAUS INVESTMENT CC

a close corporation duly registered in accordance with the applicable laws of the Republic of Namibia, and herein duly represented by **Tate Nande Ndaitwah** in his capacity as

Managing Member.

("hereinafter referred to as **MASSAUS**")



RECITALS

WHEREAS, the Parties intend to explore opportunities pursuant to the Modified Single Buyer Market (MSB) framework as applicable in the Republic of Namibia and desire to collaborate and partner with each other in setting up a Solar Power Plant on Massaus's property located at Farm 865, Massaus, in the district of Tsumeb, in the Republic of Namibia, for the purpose of supplying electricity/energy to Sinomine at its premises which operates as a smelter in the district of Tsumeb, in the Republic of Namibia;

WHEREAS, under the MSB framework, Sinomine, as a Contestable Customer, may be authorized to purchase wholesale electricity from independent power producers up to 30% of its total annual electricity consumption, as defined in the Contestable Quantity as approved by the ECB;

WHEREAS, Massaus wishes to explore the potential for the sale of Net Energy from the Solar Power Plant to Sinomine pursuant to the MSB Framework, and Sinomine wishes to explore the potential purchase of the Net Energy from the Power Plant from Massaus on such terms as the parties may agree to in a Formal Agreement;

FURTHER WHEREAS, the Parties intend to have agreed that they shall conclude a memorandum of understanding to record the Parties' initial intentions and set out their proposed further conduct to potentially establish the Solar Power Plant;

NOW, THEREFORE, the parties hereto agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

1.2. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.2.1. **"Agreement"** means the Agreement as set out in this document including any annexures hereto.



- 1.2.2. **“Business Day”** means any day other than a Saturday, Sunday or officially recognized public holiday in Namibia in terms of the Public Holidays Act 1990 (Act No 26 of 1990).
- 1.2.3. **“Formal Agreement”** means the power purchase agreement and partnership agreement to be entered into between the Parties for the establishment of the Project.
- 1.2.4. **“Massaus”** means **Massaus Investment CC**, a close corporation duly registered in accordance with the applicable laws of the Republic of Namibia, with its principal place of business located at Farm 865, Massaus, District of Tsumeb, in the Republic of Namibia.
- 1.2.5. **“Parties”** means Sinomine and Massaus jointly and **“a Party”** shall as the context requires, be either of them.
- 1.2.6. **“Other Projects”** means collaboration between the parties in establishing and carrying on business as a going concern in:
- 1.2.6.1. the copper mining industry; and
- 1.2.6.2. the supply and distribution of sulfuric acid.
- 1.2.7. **“Project”** means the establishment of a, minimum, 20-megawatt solar Power plant and any other infrastructure required for the for the purpose of supplying electricity/energy to Sinomine at its premises which operates as a smelter in the district of Tsumeb, in the Republic of Namibia.
- 1.2.8. **“Property”** means Farm 865, Massaus, in the district of Tsumeb, in the Republic of Namibia.
- 1.2.9. **“Sinomine”** means **Sinomine Tsumeb Smelter (Pty) Ltd** a company with limited liability, duly registered in accordance with the applicable laws of the Republic of Namibia, under registration number: CY/2000/0087, with its principal place of business located at Smelter Road, Tsumeb, in the Republic of Namibia.



1.2.10. **“Signature Date”** means the date upon which this Agreement is signed by the Party signing last and being the date this Agreement comes into force.

1.3. In this Agreement, unless a contrary intention clearly appears:

1.3.1. words importing:

1.3.1.1. any one gender includes the other two genders;

1.3.1.2. the singular includes the plural and vice versa; and

1.3.1.3. natural persons include created entities (corporate or unincorporated) and vice versa.

1.4. The rule of construction that, in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of this Agreement.

1.5. Where any provision of this Agreement requires a Party to perform any act in writing, this requirement will only be satisfied if such performance is made in a written or paper-based form.

1.6. When any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day.

2. **COLLABORATION – FORMAL AGREEMENT(S)**

2.1. The Parties intend to explore working together to set up the Project, which Project is the establishment of a, minimum, 20-megawatt solar power plant and any other infrastructure required for the for the purpose of supplying electricity/ energy to Sinomine at its premises which operates as a smelter in the district of Tsumeb, in the Republic of Namibia.

2.2. Sinomine anticipates potentially becoming the main off-taker/purchaser of the electricity/energy to be produced from the Project subject to the negotiation and execution of a definitive power purchase agreement.



- 2.3. The Parties intend to discuss providing their expertise, finances and business practices in establishing the Project the specific terms of which will be subject to further negotiation and agreement.
- 2.4. Notwithstanding clause 2.2. and 2.3. herein, the Parties acknowledge that the power purchase agreement and the partnership agreement may be concluded in one Formal Agreement or two separate Formal Agreements.
- 2.5. The Parties intend to explore, as from the Signature Date, potentially using their expertise and finance to commence with the process of establishing the Project and to expedite the establishment of the Project. Any expenditure of expertise and finance shall be at the sole discretion of each party. Such expertise and finance may be expended on obtaining the following approvals subject to either Parties internal approvals and the availability of resources, but not limited to:
- 2.5.1. Carrying out the Environmental Impact in order to obtain an Environmental Clearance Certificate;
- 2.5.2. Apply for a Generational License with the Electricity Control Board; and
- 2.5.3. Conclude a Transmission Connection Agreement with Nampower.
- 2.6. The Parties acknowledge their commitment to collaborate in good faith and use their best efforts to realize the project, while the provisions of this Agreement remain non-binding and shall not be enforceable against the Parties..
- 2.7. Each Party intends to negotiate in good faith to explore the terms of the Formal Agreement(s) for the Project, which Formal Agreement(s) must be concluded and signed by the Parties within 6 (six) months from the Signature Date, however the Parties shall endeavour to conclude and sign the Formal Agreement(s) as soon as possible from the Signature Date. However, it is understood that neither party is obligated to enter into such Formal Agreement(s).



3. OTHER PROJECTS

- 3.1. The Parties intend to consider engaging each other in good faith in potentially establishing a business relationship to commence and carry on business as a going concern in respect of the Other Projects.
- 3.2. The Parties may explore concluding an agreement(s) which shall contain the terms and conditions that shall govern the Parties business relationship in respect of the Other Projects.

4. DURATION

- 4.1. This MOU shall automatically terminate 12 months from the signature date, unless otherwise agreed to in writing by both parties.

5. SUPPORT

- 5.1. The Parties intend to use reasonable efforts to do all such things, perform all such actions and take all such steps as may be necessary for on incidental to the putting into effect of maintenance of the terms, conditions and/or import of this Agreement.

6. EXCLUSIVITY

- 6.1. As from the Signature Date, the Parties agree to work together in the establishment of the Project and the Other Projects in Namibia and each Party retains the right to engage with other parties in the establishment of similar projects without the prior written consent of the other Party..

7. CONFIDENTIALITY

- 7.1. For the purposes of this Agreement, the party disclosing confidential information shall be referred to as the "Disclosing Party" and the Party receiving confidential information shall be referred to as the "Receiving Party".
- 7.2. For the purposes of the Agreement, Confidential Information means any and all information including but not limited to technical, financial, product and commercial information disclosed in writing or otherwise by the Disclosing Party



to the Receiving Party, whether disclosed before or after the Signature Date and shall be deemed to include all documents and other material (including samples, models and computer software) containing or embodying or based on the Confidential Information (or part thereof) together with all notes, summaries and other material derived therefrom and all copies or reproductions of the foregoing. Such Confidential Information shall not include information:

- 7.2.1. which is generally available to the public, or which will become generally available to the public other than by breach by the Receiving Party of its obligations hereunder;
- 7.2.2. which was or is already known by the Receiving Party before it had been or will be disclosed by the Disclosing Party, provided that such information may not reasonably be considered by the Receiving Party as confidential;
- 7.2.3. which the Receiving Party has received or will receive on a nonconfidential basis from any party (including any third party) which is not in breach of an obligation of confidentiality towards the Disclosing Party or any party (including any third party), provided that such information may not reasonably be considered by the Receiving Party as confidential; and
- 7.2.4. which is independently developed by or on behalf of the Receiving Party.

7.3. Either Party shall:

- 7.3.1. hold the other Party's Confidential Information in the strictest confidence;
- 7.3.2. not make use thereof other than for the performance of its obligations under the Agreement or the Formal Agreement(s);
- 7.3.3. only release such Confidential Information on a "need to know" basis subject thereto that the persons to whom such Confidential Information is released shall undertake to be bound by the confidentiality obligations contained herein.



- 7.4. The Parties' obligations in terms of this clause will survive the termination of this Agreement including the termination thereof by the effluxion of time.

8. **LIMITATION OF LIABILITY**

- 8.1. Subject to clause 10.4. herein, neither Party shall be liable to the other Party for any indirect or consequential loss or damage, including, without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts, whether arising from negligence or breach of contract.

9. **NOTICES AND DOMICILIUM**

- 9.1. The Parties choose as their *addresses* (address for purpose of communication), their respective addresses set out in clause 11.2 below, at which addresses all communications arising out of or in connection with this Agreement, may validly be sent to the Parties.

- 9.2. For the purposes of this Agreement the Parties' *addresses* are:

- 9.2.1. as regards **Sinomine** at:

Physical Address: Smelter Road, Tsumeb, Republic of Namibia

Attention: Logan Lou Yonggang

Email address: logan.lou@sinomine.na | David.hou@sinomine.na

- 9.2.2. as regards **Massaus** at:

Physical Address: Unit 24, the Village, 18 Lilencron Street, Eros, Windhoek, Republic of Namibia

Attention: Tate Nande Ndaitwah

Email address: nandetate@gmail.com | ndeli@ndaitwah.com

- 9.2.3.

10. **NON-BINDING NATURE:**

This Memorandum of Intent is intended only as a statement of intent and does not create any legally binding or enforceable obligations on either Party. It is subject to further negotiation, agreement, and documentation. Neither Party shall be liable to the other for any costs, expenses, or losses incurred in connection with this Memorandum of Intent



SIGNED AND DATED AT Tsumeb ON THIS 7 DAY OF March 2025



SINOMINE TSUMEB SMELTER (PTY) LTD

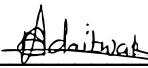
Logan Lou Yonggang in his capacity as **Chief Executive Officer**



David Hou (Mar 7, 2025 08:40 GMT+2)

Witness
Full name: David Dawei Hou

SIGNED AND DATED AT WINDHOEK ON THIS 6 DAY OF MARCH 2025



MASSAUS INVESTMENT CC

Tate Nande Ndaitwah in his capacity as **Managing Member**



Witness
Full name: Berenice Ndaitwah