

Mutual Non-Disclosure, Non-Circumvention and Confidentiality Agreement

(Tanzania Copper Project)

THIS AGREEMENT is made on {{EFFECTIVE_DATE}}

BETWEEN:

(1) EBV GLOBAL LTD, a company incorporated and registered in England and Wales with company number 16167336, whose registered office is at 60 Addenbrooke Court, Southbank Road, B646LL, United Kingdom, represented by its Director, Mr Emmanuel NASINGIZWE ("EBV" or "Party A"); and

(2) {{PARTY_B_NAME}}, {{PARTY_B_COMPANY}} (company registration number {{PARTY_B_REG_NUMBER}}), incorporated in {{PARTY_B_COUNTRY}}, whose registered address is {{PARTY_B_ADDRESS}}, represented by {{PARTY_B_REPRESENTATIVE}} (the "Receiving Party" or "Party B"),

each a "Party" and together the "Parties".

Background

(A) EBV GLOBAL LTD, acting by its Director Mr Emmanuel NASINGIZWE, is the originator and owner of a commercial opportunity concerning a copper project located in the United Republic of Tanzania (the "Project").

(B) EBV has introduced, or intends to introduce, the Project to Party B for the sole purpose of evaluating a potential commercial partnership relating to the sourcing, development, investment, financing, acquisition, marketing and sale of copper products and associated mining opportunities.

(C) In connection with that evaluation each Party may disclose to the other information that is confidential, proprietary or commercially sensitive, and EBV may introduce Party B to mine owners, mining licence holders, government officials and agencies, consultants, buyers, investors, financiers, refiners, smelters, exporters, suppliers, logistics providers, transport companies, freight forwarders, banks and other business contacts.

(D) The Parties have agreed that no such further disclosure or introduction shall be made until this Agreement has been executed, and they now enter into this Agreement to record the terms on which such information is disclosed and such introductions are made.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"Affiliate" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party;

"Confidential Information" has the meaning given in clause 4;

"Disclosing Party" means the Party disclosing Confidential Information (whether directly or through its Representatives);

"Introduced Contact" has the meaning given in clause 7.1;

"Originator" means EBV GLOBAL LTD and its Director Mr Emmanuel NASINGIZWE, as originator of the Project;

"Project" means the copper project in the United Republic of Tanzania described in Recital (A), together with any related mining, processing, offtake, financing, logistics or export opportunity arising from or connected with it;

"Purpose" has the meaning given in clause 2.1;

"Receiving Party" means the Party receiving Confidential Information (whether directly or through its Representatives);

"Representatives" means, in relation to a Party, its Affiliates and its and their directors, officers, employees, shareholders, professional advisers, consultants, contractors and agents who have a genuine need to know Confidential Information for the Purpose.

1.2 Clause headings are for convenience only and do not affect interpretation. References to a clause are to a clause of this Agreement. Words importing the singular include the plural and vice versa. "Including" and "in particular" are without limitation. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. "Writing" includes email.

1.3 Each Party may act as both Disclosing Party and Receiving Party, and the obligations in this Agreement apply reciprocally, save that the Parties acknowledge EBV's position as Originator of the Project.

2. Purpose and Permitted Use

2.1 The Parties are entering into discussions solely for the purpose of evaluating, negotiating and, if agreed, implementing a potential commercial partnership in relation to the Project, including the sourcing, development, investment, financing, acquisition, marketing, offtake, transport, export and sale of copper products and associated mining opportunities (the "Purpose").

2.2 The Receiving Party shall use the Confidential Information solely for the Purpose and for no other purpose whatsoever, and in particular shall not use it for its own commercial advantage or for the benefit of any third party.

2.3 Nothing in this Agreement obliges either Party to disclose any information, to make any introduction, or to enter into any further agreement or transaction in relation to the Project.

3. Confidentiality and Non-Disclosure

3.1 The Receiving Party shall:

- (a) keep all Confidential Information strictly secret and confidential;
- (b) use the Confidential Information only for the Purpose;
- (c) not disclose, publish, reproduce, transmit or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party, save as permitted by clause 3.2 or required by clause 6;
- (d) apply to the Confidential Information at least the same degree of care as it applies to its own confidential information of a similar nature, and in no event less than a reasonable degree of care; and
- (e) implement and maintain appropriate technical and organisational security measures to protect the Confidential Information against unauthorised access, loss, alteration or disclosure.

3.2 The Receiving Party may disclose Confidential Information to its Representatives strictly on a need-to-know basis for the Purpose, provided that it first (a) informs each such Representative of the confidential nature of the information, and (b) procures that each such Representative is bound by written obligations of confidentiality, non-use and non-circumvention at least as protective as those in this Agreement. The Receiving Party is liable to the Disclosing Party for any act or omission of its Representatives as if it were its own.

3.3 The Receiving Party shall notify the Disclosing Party in writing immediately upon becoming aware of any unauthorised use, disclosure, loss or suspected loss of Confidential Information, and shall provide all reasonable assistance to the Disclosing Party in mitigating and remedying the same.

3.4 Neither Party shall make any public announcement, press release, social media post or marketing statement referring to the Project, the other Party, or the existence or content of the discussions between the Parties, without the other Party's prior written consent.

4. Scope of Confidential Information

4.1 "Confidential Information" means all information of whatever nature and in whatever form (written, oral, electronic, visual or otherwise) disclosed by or on behalf of the Disclosing Party to the Receiving Party or its Representatives before, on or after the date of this Agreement in connection with the Project or the Purpose, whether or not marked or identified as confidential, including without limitation:

- (a) geological reports, exploration data, drilling data, assay reports, sampling results, laboratory certificates and metallurgical test work;
- (b) resource and reserve estimates, mine plans, coordinates, GPS data, maps, plans, satellite imagery and survey data;
- (c) mining licences, prospecting licences, permits, concessions, titles, applications and all related correspondence with government agencies;

- (d) commercial proposals, term sheets, letters of intent, pricing, discounts, premiums, payment terms, contracts and offtake agreements;
- (e) financial models, forecasts, budgets, cost structures, funding structures, banking arrangements and credit terms;
- (f) customer, buyer, supplier, refiner, smelter, exporter, investor, financier and logistics-provider information, including identities, contact details and terms of engagement;
- (g) business plans, strategies, trade secrets, technical know-how, processes, operational procedures, methodologies and marketing strategies;
- (h) due diligence reports, legal, tax, environmental, social and governance assessments, and compliance and sanctions screening materials;
- (i) the identity of, and any introduction to, any Introduced Contact;
- (j) the existence, subject matter, content and status of any discussions or negotiations between the Parties and the existence and terms of this Agreement; and
- (k) any analyses, notes, extracts, summaries, compilations, models or other materials prepared by the Receiving Party or its Representatives to the extent that they contain, reflect or are derived from any of the foregoing.

5. Exclusions

5.1 The obligations in clauses 3 and 4 do not apply to information which the Receiving Party can demonstrate by contemporaneous written evidence:

- (a) is or becomes generally available to the public other than as a result of a breach of this Agreement or of any other duty of confidence;
- (b) was lawfully in the Receiving Party's possession, free of any duty of confidence, before disclosure by the Disclosing Party;
- (c) was lawfully received from a third party who was free to disclose it and who imposed no duty of confidence; or
- (d) was independently developed by the Receiving Party without any use of or reference to the Confidential Information.

5.2 A combination of features does not fall within clause 5.1 merely because individual features are separately within it. Information is not excluded merely because it is embraced by more general information within clause 5.1.

6. Compelled Disclosure

6.1 If the Receiving Party is required by law, regulation, court order, or the rules of any competent regulatory authority, tax authority or recognised stock exchange to disclose any Confidential Information, it shall, to the extent legally permitted:

- (a) notify the Disclosing Party in writing as soon as reasonably practicable and in any event before making the disclosure;

- (b) cooperate in good faith with any lawful step taken by the Disclosing Party to prevent, resist or limit the disclosure; and
- (c) disclose only that portion of the Confidential Information which it is legally required to disclose and use reasonable endeavours to obtain confidential treatment for it.

7. Non-Circumvention

7.1 For the purposes of this Agreement, an "Introduced Contact" means any person, company, entity, authority or official whose identity, contact details, interest in the Project, or opportunity has been disclosed or made known to the Receiving Party by, through or as a result of the Disclosing Party (and in the case of EBV, by or through Mr Emmanuel NASINGIZWE), including without limitation:

- (a) mine owners and mineral rights holders;
- (b) mining licence, prospecting licence, permit and concession holders;
- (c) government ministries, agencies, regulators and officials of the United Republic of Tanzania or any other jurisdiction;
- (d) investors, funds, family offices and mandate holders;
- (e) buyers, offtakers, traders and end users of copper products;
- (f) suppliers, contractors and service providers;
- (g) refiners and smelters;
- (h) exporters, customs agents and clearing agents;
- (i) transport companies, shipping lines, freight forwarders and logistics providers;
- (j) banks, financial institutions, insurers and trade-finance providers; and
- (k) consultants, geologists, engineers, lawyers and other advisers connected with the Project.

7.2 For a period of five (5) years from the date of termination or expiry of this Agreement, the Receiving Party shall not, and shall procure that its Affiliates and Representatives shall not, directly or indirectly, alone or with or through any third party:

- (a) contact, approach, negotiate with, transact with, contract with, or accept any introduction, mandate, engagement, appointment, fee, commission, discount, rebate or other benefit from or in relation to any Introduced Contact, otherwise than through the Disclosing Party or with the Disclosing Party's prior written consent;
- (b) seek to bypass, avoid, circumvent, exclude, replace or diminish the Disclosing Party's role, entitlement, interest or remuneration in any transaction, relationship, introduction or opportunity involving an Introduced Contact or the Project;
- (c) participate in, invest in, finance, broker, acquire or otherwise pursue the Project or any part of it, or any competing or substantially similar opportunity derived from the Confidential Information, other than with and through the Disclosing Party; or

(d) use the Confidential Information to identify, approach or develop any relationship with any Introduced Contact for any purpose other than the Purpose.

7.3 The Parties expressly acknowledge that EBV GLOBAL LTD, acting by its Director Mr Emmanuel NASINGIZWE, is the Originator of the Project and that the protections in this clause 7 are a fundamental condition of EBV's willingness to disclose Confidential Information and make introductions.

7.4 If the Receiving Party breaches clause 7.2, the Disclosing Party shall be entitled, without prejudice to any other right or remedy, to recover from the Receiving Party an amount equal to the gross value of any commission, fee, profit or other benefit received or receivable by the Receiving Party or its Affiliates from or in connection with the circumvented transaction, together with all costs of enforcement.

7.5 Clause 7.2 does not restrict the Receiving Party in relation to a person with whom it can demonstrate by contemporaneous written evidence that it had a pre-existing, documented and substantive business relationship in relation to the same subject matter before the date of the relevant introduction, provided that the Receiving Party notifies the Disclosing Party in writing of that relationship within ten (10) business days of the introduction.

8. Non-Solicitation

8.1 For a period of five (5) years from the date of termination or expiry of this Agreement, the Receiving Party shall not, without the Disclosing Party's prior written consent, directly or indirectly solicit, entice away, employ or engage (whether as employee, consultant, contractor, agent or otherwise) any director, officer, employee, consultant, key contractor or Introduced Contact of or introduced by the Disclosing Party with whom the Receiving Party has had contact in connection with the Purpose.

8.2 The placing of a general public advertisement not specifically targeted at such persons, and the engagement of a person who responds to it without any other solicitation, shall not of itself constitute a breach of clause 8.1.

9. Ownership; No Licence Granted

9.1 All Confidential Information, and all intellectual property rights in it, remain the exclusive property of the Disclosing Party (and, in the case of Project information originated by EBV, of EBV GLOBAL LTD).

9.2 No licence, assignment, option, right of first refusal, or other right or interest in or to any Confidential Information, intellectual property, mineral right or opportunity is granted or implied by this Agreement or by any disclosure made under it.

9.3 The Disclosing Party makes no representation or warranty, express or implied, as to the accuracy, completeness, sufficiency or fitness for any purpose of the Confidential Information, and shall have no liability to the Receiving Party arising from its reliance on the Confidential Information, save in the case of fraud or fraudulent misrepresentation.

10. Return or Destruction of Materials

10.1 On written request by the Disclosing Party at any time, and in any event on termination or expiry of this Agreement, the Receiving Party shall promptly and in any event within fifteen (15) business days:

- (a) return to the Disclosing Party, or at the Disclosing Party's option permanently and securely destroy, all Confidential Information in its or its Representatives' possession or control, including all copies, extracts, summaries and derivative materials, in whatever medium;
- (b) permanently delete all electronic copies from its systems and devices, so far as technically practicable; and
- (c) if requested, certify such return, destruction and deletion in writing signed by a duly authorised officer.

10.2 The Receiving Party may retain copies to the extent required by applicable law, regulation, or bona fide internal record-retention or automated backup policies, provided that the obligations of this Agreement continue to apply to any retained copies for so long as they are retained.

11. Term and Survival

11.1 This Agreement takes effect on the date first written above and continues for two (2) years, unless earlier terminated by either Party on thirty (30) days' written notice to the other.

11.2 Termination or expiry does not affect any right, remedy, obligation or liability accrued at the date of termination or expiry.

11.3 The obligations of confidentiality and non-use in clauses 3, 4, 5, 6 and 9 shall survive and remain in full force and effect for a period of five (5) years from the date of termination or expiry, and for so long thereafter as the relevant Confidential Information continues to constitute a trade secret under applicable law.

11.4 The obligations in clauses 7 (Non-Circumvention) and 8 (Non-Solicitation) shall survive and remain in full force and effect for a period of five (5) years from the date of termination or expiry.

11.5 Clauses 10, 12, 13, 15, 16, 17, 18 and 19 shall survive termination or expiry.

12. Remedies

12.1 The Parties acknowledge that damages alone may not be an adequate remedy for breach of this Agreement and that the Disclosing Party shall be entitled, without proof of special damage and without prejudice to any other right or remedy, to seek injunctive relief, specific performance and other equitable relief in respect of any actual, threatened or anticipated breach.

12.2 The Disclosing Party shall additionally be entitled to claim damages, an account of profits, and, to the fullest extent permitted by applicable law, recovery of its reasonable legal costs, expenses and disbursements incurred in enforcing this Agreement against a Party found to be in breach.

12.3 The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13. No Partnership, Agency, Employment or Joint Venture

Nothing in this Agreement is intended to, or shall be deemed to, create any partnership, joint venture, agency, employment, fiduciary or franchise relationship between the Parties, nor authorise either Party to make or enter into any commitment for or on behalf of the other. Each Party confirms it acts on its own behalf and not for the benefit of any other person.

14. Force Majeure

14.1 Neither Party shall be in breach of this Agreement, nor liable for any delay in performing or failure to perform any of its obligations (other than any obligation of confidentiality, non-use, non-circumvention or non-solicitation), if such delay or failure results from an event beyond its reasonable control, including act of God, flood, drought, earthquake, epidemic or pandemic, war, armed conflict, terrorism, civil commotion, nuclear or chemical contamination, government action, sanctions, embargo, export or import restriction, collapse of buildings, fire, explosion, interruption of power supply, telecommunications or transport networks, or industrial action.

14.2 The affected Party shall notify the other in writing as soon as reasonably practicable, and shall use reasonable endeavours to mitigate the effect of the event. If the event continues for more than sixty (60) days, either Party may terminate this Agreement on written notice, without prejudice to the surviving obligations in clause 11.

15. Assignment

Neither Party may assign, transfer, charge, subcontract, delegate or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other Party, save that either Party may assign this Agreement to an Affiliate on prior written notice, provided that the assignee agrees in writing to be bound by its terms. Any purported assignment in breach of this clause is void.

16. Notices

16.1 Any notice given under this Agreement shall be in writing, in the English language, and delivered by email with confirmation of receipt requested, followed by a hard copy sent by pre-paid first-class post or international courier, to:

- **Party A (EBV GLOBAL LTD):** ebvglobaltd@gmail.com, marked for the attention of the Director, Mr Emmanuel NASINGIZWE, at 60 Addenbrooke Court, Southbank Road, B646LL, United Kingdom.
- **Party B:** {{PARTY_B_EMAIL}}, marked for the attention of {{PARTY_B_REPRESENTATIVE}}, at {{PARTY_B_ADDRESS}}.

16.2 A notice takes effect on delivery of the email during business hours in the recipient's jurisdiction, or, if later, on delivery of the hard copy. A Party may change its notice details by giving five (5) business days' written notice.

16.3 This clause does not apply to the service of proceedings or other documents in any legal action.

17. Entire Agreement, Severability, Waiver and Amendment

17.1 Entire agreement. This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all previous agreements, understandings, representations and communications, whether written or oral. Each Party acknowledges that it has not relied on any statement or representation not expressly set out in this Agreement, save that nothing limits liability for fraud.

17.2 Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and if such modification is not possible, that provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement. The Parties expressly agree that the periods and scope in clauses 7 and 8 are reasonable and, if any court holds otherwise, the clause shall apply with the maximum period and scope the court considers reasonable.

17.3 Waiver. No failure or delay by a Party in exercising any right or remedy under this Agreement shall operate as a waiver of it, nor shall any single or partial exercise preclude any further exercise. A waiver is effective only if in writing and signed by the waiving Party.

17.4 Amendment. No variation or amendment of this Agreement shall be effective unless it is in writing, expressly refers to this Agreement, and is signed by a duly authorised representative of each Party.

17.5 Third parties. Save that Mr Emmanuel NASINGIZWE may enforce clauses 7 and 8 in his own right as Originator, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. The consent of any such third party is not required to vary or rescind this Agreement.

18. Counterparts and Electronic Signatures

18.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, and all of which together shall constitute one and the same agreement.

18.2 The Parties agree that this Agreement may be executed by electronic signature (including scanned manuscript signature transmitted by email, or signature applied through a recognised electronic signature platform), which shall have the same legal effect as a wet-ink signature under the Electronic Communications Act 2000 and applicable law.

18.3 Transmission of an executed counterpart by email in PDF or equivalent format shall constitute effective delivery of that counterpart.

19. Governing Law and Jurisdiction

19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation, shall be governed by and construed in accordance with the law of England and Wales.

19.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim, unless both Parties agree otherwise in writing.

19.3 Party B irrevocably consents to the jurisdiction of those courts and waives any objection based on inconvenient forum. Party B shall, if it has no registered address in England and Wales, appoint and maintain an agent for service of process in England and Wales and notify EBV of the agent's details; failing such appointment, service may validly be made at the address in clause 16.1.

Execution

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

Party A — EBV GLOBAL LTD

Signed for and on behalf of EBV GLOBAL LTD (company number 16167336):

Name	Emmanuel NASINGIZWE
Title	Director
Signature	_____
Date	_____

Witness (Party A)

Name	_____
Address	_____
Occupation	_____
Signature	_____
Date	_____

Party B — {{PARTY_B_NAME}}

Signed by / for and on behalf of {{PARTY_B_NAME}} ({{PARTY_B_COMPANY}}, registration number {{PARTY_B_REG_NUMBER}}):

Name	_____
Title	_____
Company	_____
Signature	_____
Date	_____

Witness (Party B)

Name	_____
Address	_____
Occupation	_____
Signature	_____
Date	_____

Template version 1.0 — Tanzania Copper Project NCNDA. This document is provided for convenience and is not legal advice. EBV GLOBAL LTD recommends that this Agreement be reviewed, and if necessary adapted, by a qualified solicitor in England and Wales before execution with any counterparty.