

**DATED**

**24 August**

**2021**

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**DIAMOND FIELDS RESOURCES INC.**

**AND**

**PANTHERA RESOURCES PLC**

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**GO-FORWARD AGREEMENT**

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## TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	CONDITIONS PRECEDENT	5
3.	PARTIES' OBLIGATIONS	6
4.	INTERIM CONDUCT	7
5.	CLOSING	8
6.	REPRESENTATIONS AND WARRANTIES	8
7.	PUBLIC ANNOUNCEMENTS	9
8.	TERMINATION	10
9.	GENERAL	10

## GO-FORWARD AGREEMENT

**THIS AGREEMENT** is made on 24 August, 2021 (the “**Agreement**”)

### **BETWEEN:**

**DIAMOND FIELDS RESOURCES INC.** a corporation duly incorporated under the laws of British Columbia, Canada with registration number 86832 6794 RC0001 and head office address of Lot 223, Le Mahe, Beau Vallon, Mauritius, 5081 (“**TSXCO**”);

- and -

**PANTHERA RESOURCES PLC** a company duly incorporated under the laws of England and Wales with company number 10953697 and its registered office at Salisbury House, London Wall, London, United Kingdom, EC2M 5PS (“**AIMCO**”).

**WHEREAS** the Parties have agreed on Closing (as defined herein) to: (i) carry out the Transaction (as defined herein); and (ii) to cooperate on further exploring and, if warranted, developing and producing the properties that are subject to the JV Agreements (as defined herein).

**NOW, THEREFORE, IT IS AGREED** as follows:

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless the context otherwise requires, the following words and expressions have meanings as follows:

- (a) “**Affiliate**” means, in relation to any person, any other person Controlling, Controlled by or under common Control with such first-mentioned person.
- (b) “**AIMCO Board**” means the board of directors of AIMCO.
- (c) “**AIMCO Exchange Agreement**” means the agreement in the agreed form whereby AIMCO agrees to exchange 500,000 MOY Shares for a 50% interest in Maniger.
- (d) “**AIMCO Exchange Condition**” means the execution of the AIMCO Exchange Agreement.
- (e) “**Board Approval**” means the approval of this Agreement and all the transactions contemplated hereby by the AIMCO Board and the TSXCO Board.
- (f) “**Business Day**” means a weekday on which commercial banks are open for business in London, United Kingdom and Toronto, Canada.
- (g) “**Closing**” has the meaning given in clause 5.
- (h) “**Closing Conditions**” means TSX Approval, MOY Exchange Condition, AIMCO Exchange Condition, Restructuring Condition, TSXCO Subscription Condition; Tax and Regulatory Condition and TSXCO Shareholder Approval.
- (i) “**Conditions**” means the Initial Conditions and the Closing Conditions.

- (j) “**Confidential Information**” has the meaning set out in clause 9.2(a).
- (k) “**Control**” means the power of one or more persons together with their concert parties whether by contract, ownership of voting shares or otherwise to:
  - (i) select at least 50% of the board of directors or other supervisory management authority of a person; or
  - (ii) otherwise direct, or cause the direction of, the management or policies of a person,

in each case whether directly or indirectly through a chain of entities that are “Controlled” within the foregoing meaning.

- (l) “**Effective Date**” means the date of this Agreement.
- (m) “**End Date**” has the meaning set out in clause 2.1(b).
- (n) “**Initial Conditions**” means Board Approval and the Kiernan Condition.
- (o) “**JV Agreements**” means:
  - (i) the Labola Holdings JV Agreement; and
  - (ii) the Maniger JV Agreement.
- (p) “**Kiernan**” means Brian Kiernan, an individual residing at Rockfield, Proby Square, Blackrock, Co. Dublin, Ireland.
- (q) “**Kiernan Condition**” means the execution of the Kiernan Exchange Agreement.
- (r) “**Kiernan Exchange Agreement**” means a share exchange agreement in the agreed form between TSXCO and Kiernan.
- (s) “**Labola Holdings JV Agreement**” means a joint venture agreement in the agreed form among TSXCO, AIMCO and Moydow.
- (t) “**Maniger**” means Moydow M Limited (to be renamed Maniger Limited in connection with the Restructuring Condition), a company duly incorporated under the laws of the British Virgin Islands with company number 2053748 and its registered office at Trinity Chambers, P.O. Box 4301, Road Town, Tortola, British Virgin Islands and a wholly-owned subsidiary of Moydow.
- (u) “**Maniger JV Agreement**” means a joint venture agreement in the agreed form among TSXCO, AIMCO and Maniger.
- (v) “**Material Adverse Effect**” means any event, change, circumstance, fact, or state of being which could reasonably be expected to have a significant and adverse effect on the assets, liabilities (absolute, accrued, contingent or otherwise), affairs, business, capital, condition (financial or otherwise), contractual arrangements, operations, permits, properties or prospects of the Moydow Group taken as a whole provided that it shall not include any such event, change or effect resulting from: (i) the announcement of the execution of this Agreement or the transactions contemplated herein or the performance of the covenants and obligations herein; or (ii) any action taken by the Moydow at the request of TSXCO or as required under this Agreement, or the failure to take any action prohibited by this Agreement.

- (w) **“Moydow”** means Moydow Holdings Limited, a company duly incorporated under the laws of the British Virgin Islands with company number 2014068 and its registered office at Trinity Chambers, P.O. Box 4301, Road Town, Tortola, British Virgin Islands.
- (x) **“Moydow Group”** means Moydow, Gurara Holdings Limited and each of their respective Affiliates.
- (y) **“MOY Exchange Condition”** means that:
  - (i) all MOY Shareholders (other than the MOY Shares held by AIMCO) have executed a Share Exchange Agreement; and
  - (ii) all MOY Option Holders have executed an Option Exchange Agreement.
- (z) **“MOY Option Holder”** means the holder of MOY Options.
- (aa) **“MOY Options”** means options to acquire MOY Shares held by directors, officers or consultants to Moydow.
- (bb) **“MOY Shareholder”** means a holder, beneficially and legally, of MOY Shares.
- (cc) **“MOY Shares”** means shares of Moydow.
- (dd) **“Notice”** has the meaning set out in clause 9.3(a).
- (ee) **“Option Exchange Agreement”** means an agreement whereby a MOY Option Holder agrees to exchange his 100,000 MOY Options for 892,830 TSXCO Shares, upon and subject to Closing.
- (ff) **“Parties”** means AIMCO and TSXCO and **“Party”** means either one of them.
- (gg) **“Receiving Party”** has the meaning set out in clause 9.2(a).
- (hh) **“Restructuring Condition”** means the completion of a restructuring of the Moydow Group pursuant to which:
  - (i) the Memorandum and Articles of Association (**“M&A”**) of Maniger shall be amended to: (i) change its name from “Moydow M Limited” to “Maniger Limited”; (ii) authorise Maniger to issue an unlimited number of no par value shares; and (iii) allot and issue 49,999 shares of no par value to Moydow for nominal consideration;
  - (ii) the M&A of Moydow shall be amended to authorise Moydow to: (i) change its name from “Moydow Holdings Limited” to “Labola Holdings Limited”; and (ii) authorise Moydow issue an unlimited number of no par value Class A shares and an unlimited number of no par value Class B shares (such shares having rights, and being subject to restrictions, to be agreed between AIMCO and DFR and to be set out in the Articles of Association of Moydow); and
  - (iii) the transfer of Gurara Holdings Limited and Panthera Mali Resources SARL, two wholly-owned subsidiaries of Moydow, to Maniger.
- (ii) **“Share Exchange Agreement”** means an agreement whereby a MOY Shareholder agrees to sell his, her or its MOY Shares in consideration for TSXCO Shares.

- (jj) **“Tax and Regulatory Condition”** means confirmation from advisors acceptable to TSXCO, acting reasonably, that the closing of the Transaction shall not give rise to any regulatory consents (that are not readily available) or any material tax liability to Moydow, TSXCO or any of their Affiliates.
- (kk) **“Transaction”** means all transactions contemplated herein in order to effect Closing.
- (ll) **“TSXCO Board”** means the board of directors of TSXCO.
- (mm) **“TSXCO Shareholder Approval”** means any and all TSXCO Shareholder approvals required in order to effect any and all steps required to effect Closing.
- (nn) **“TSXCO Shareholders”** means a holder of TSXCO Shares.
- (oo) **“TSXCO Shares”** means common shares of TSXCO.
- (pp) **“TSXCO Subscription Condition”** means the subscription by TSXCO for, and issuance to TSXCO of:
  - (i) 50,000 shares of Maniger (for nominal consideration); and
  - (ii) such number of Class B shares of Moydow (for nominal consideration) (such shares having rights, and being subject to restrictions, to be agreed between AIMCO and DFR and to be set out in the Articles of Association of Moydow) such that, following the Closing, TSXCO shall hold, together with the MOY Shares obtained pursuant to the Share Exchange Agreements, a 80% voting interest in Moydow.
- (qq) **“TSX-V”** means the TSX Venture Exchange.
- (rr) **“TSX-V Approval”** means approval by the TSX-V of any and all steps required to effect Closing.
- (ss) **“Warranties”** means those warranties given by each Party to the other in clause 6.1.

## 1.2 Interpretation

Unless the context otherwise requires, in this Agreement:

- (a) the singular includes the plural and conversely and a gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a person (including a Party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Governmental Authority;
- (d) a reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement;
- (e) a reference to any Party includes that Party’s executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;

- (f) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or restated except to the extent prohibited by this Agreement or that other agreement or document;
- (g) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it, provided that, as between the Parties, no such modification, re-enactment or substitution made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any Party;
- (h) any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England and Wales, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction;
- (i) a reference to **“in the agreed form”** means in the form agreed between the Parties and initialled by or on behalf of each of them by their respective counsel for the purposes of identification;
- (j) a reference to writing includes a facsimile or electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;
- (k) a reference to **“\$”** or **“USD”** is to currency of the United States;
- (l) the word **“including”** means **“including without limitation”** and **“include”** and, **“includes”** will be construed similarly;
- (m) headings are for convenience only and do not form part of this Agreement or affect its interpretation;
- (n) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (o) if an act is prescribed to be done on a specified day which is not a Business Day, it must be done instead on the next Business Day; and
- (p) a reference to a thing (including a right, obligation or concept) includes a part of that thing but nothing in this clause 1.2(p) implies that performance of part of an obligation constitutes performance of the obligation.

## **2. CONDITIONS PRECEDENT**

### **2.1 Conditions**

The obligations of the Parties under this Agreement are subject to the satisfaction of each of the following conditions precedent:

- (a) the satisfaction of the Initial Conditions within 10 Business Days of the date hereof; and

- (b) the satisfaction of the Closing Conditions within 120 days hereof (the “**End Date**”).

## 2.2 **Waiver of Conditions**

- (a) The Initial Conditions and the MOY Exchange Condition are for the benefit of each Party and cannot be waived, save by mutual agreement in writing.
- (b) All other conditions, including the TSX-V Approval, the Restructuring Condition, the TSXCO Subscription Condition, the Tax and Regulatory Condition and the TSXCO Shareholder Approval, are for the sole benefit of TSXCO and any breach or non-fulfilment of those conditions may only be waived by TSXCO giving its written consent.
- (c) A Party entitled to waive a condition precedent pursuant to this clause 2.2 may do so in its absolute discretion.
- (d) If a Party duly waives the breach or non-fulfilment of any of the Conditions that waiver shall not preclude it from commencing legal proceedings against the other Party for any breach of this Agreement including without limitation a breach that resulted in the non-fulfilment of the Condition that was waived.

## 2.3 **Notice**

Each Party shall forthwith give the other Notice of the fulfilment or waiver of any Condition, where such Condition is for the benefit of such Party.

## 2.4 **Failure to Satisfy Closing Conditions**

Where the TSX-V Approval and TSXCO Shareholder Approval are not satisfied or are incapable of satisfaction on or prior to the End Date, TSXCO shall pay AIMCO’s reasonable costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby up to a maximum of US\$20,000.

## 3. **PARTIES’ OBLIGATIONS**

### 3.1 **AIMCO Obligations**

Forthwith upon satisfaction of the Initial Conditions, AIMCO shall execute the AIMCO Exchange Agreement.

### 3.2 **TSXCO Obligations**

Forthwith upon satisfaction of the Initial Conditions, TSXCO shall:

- (a) use reasonable efforts to secure the execution by Moydow of the AIMCO Exchange Agreement;
- (b) execute the Kiernan Exchange Agreement;
- (c) make all such submissions as may be necessary to secure the TSX-V Approval;
- (d) engage with the MOY Shareholders and MOY Option Holders (other than Kiernan) and use reasonable efforts to secure executed Share Exchange Agreements and Option Exchange Agreements from each of them;

- (e) use reasonable efforts to satisfy the Restructuring Condition;
- (f) execute the applicable subscription agreements in connection with the TSXCO Subscription Condition;
- (g) engage with appropriate advisors to satisfy the Tax and Regulatory Condition; and
- (h) use reasonable efforts to secure TSXCO Shareholder Approval.

#### **4. INTERIM CONDUCT**

##### **4.1 Business as Usual**

From the Effective Date up to and including the Closing Date:

- (a) no Party shall take any action in support of the issuance of new MOY Options or MOY Shares;
- (b) no Party shall take any action in support of any transaction in competition with the Transaction, including any joint venture, option or other interest on any of the properties that are the subject of the JV Agreements;
- (c) no Party shall take any action in support of a change any of the terms and condition of employment of any person employed or contracted to work for Moydow or any of its subsidiaries without the prior written consent of the other Party;
- (d) neither Party shall procure any use of funds held by Moydow or any expenditure save as to exploration programmes that have been previously approved by the Moydow Board of Directors; and
- (e) neither Party shall take any action to conduct the Moydow business, including the business of its subsidiaries, other than in the ordinary and proper course of business generally consistent with the manner in which each such business and operations have been conducted since 31 December 2020;

and each Party shall take such action, acting reasonably, to avoid the occurrence of any of the events outlined in this clause 4.1.

##### **4.2 Reporting**

Each Party shall forthwith report to the other any activity, event or circumstance that:

- (a) is outlined in clause 4.1, including any breach by a Party thereunder; or
- (b) would result in a Material Adverse Effect;

including any resignations or dismissals in members of the board or senior management of Moydow, any loss in title of any of the assets held directly or indirectly by Moydow, any threat or harm to person or property arising from terrorist or other similar activity, and the passage of any new law that might impact negatively upon the prospects of the business.

## **5. CLOSING**

### **5.1 Closing Notice**

Upon TSXCO being satisfied that all Conditions having been satisfied or waived, TSXCO shall give Notice to AIMCO of its intent to close the Transaction (the “**Closing**”) on a Business Day not more than 10 Business Days from the date of such Notice (the “**Closing Date**”).

### **5.2 Closing Steps**

At or before Closing:

- (a) by its terms, all of the Share Exchange Agreements shall be effective and no longer conditional, such that DFR shall have acquired the applicable MOY Shares in consideration of TSXCO Shares;
- (b) by its terms, all of the Option Exchange Agreements shall be effective and no longer conditional, such that DFR shall have acquired all MOY Options in consideration of TSXCO Shares and DFR hereby agrees that it shall not exercise such MOY Options and the same shall be allowed to lapse;
- (c) by its terms, the AIMCO Exchange Agreement shall be effective and no longer conditional, such that AIMCO shall hold 50,000 ordinary shares of Maniger (representing a 50% shareholding interest therein) and, in consideration thereof, AIMCO shall have transferred to MOY 500,000 MOY Shares held by AIMCO;
- (d) TSXCO shall have been issued:
  - (i) 50,000 ordinary shares of Maniger (representing a 50% shareholding interest therein); and
  - (ii) such number of Class B shares of Moydow (such shares having rights, and being subject to restrictions, to be agreed between AIMCO and DFR and to be set out in the Articles of Association of Moydow) such that, following the Closing, TSXCO shall hold, together with the MOY Shares obtained pursuant to the Share Exchange Agreements, a 80% voting interest in Moydow.
- (e) AIMCO shall execute the JV Agreements; and
- (f) TSXCO shall have caused Moydow to execute the JV Agreements.

### **5.3 Announcement**

At Closing, the Parties shall make an announcement, in a form acceptable to each, acting reasonably, as to the fact that Closing has occurred.

## **6. REPRESENTATIONS AND WARRANTIES**

### **6.1 Warranties**

Each Party warrants to the other Party that:

- (a) it is duly formed in its place of organization;

- (b) it has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement;
- (c) it has taken all corporate action that is necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity;
- (e) the execution, delivery and performance by it of this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
  - (i) its constitution or other constating documents;
  - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed; or
  - (iii) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it or any of its property is bound; and
  - (iv) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property.

## 6.2 **Indemnity**

Each Party agrees to indemnify and keep indemnified the other from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm, charges, costs, expenses, duties and other outgoings of whatever nature and however arising which any Party may suffer as a result of any breach of any of the other Party's Warranties.

## 6.3 **Survival of Warranties**

Each Party's Warranties shall survive the termination of this Agreement.

## 7. **PUBLIC ANNOUNCEMENTS**

### 7.1 **Announcement of Transaction**

Immediately after the execution of this Agreement, the Parties shall issue a public announcement in the agreed form.

### 7.2 **Public Announcement and Submissions**

No other public announcement in connection with the Transaction shall be made other than in a form approved by both Parties, which approval shall not be unreasonably withheld. Any submission for any regulatory approval under this Agreement shall be made by a Party, with reasonable consultation with the other Party, and each Party shall use all reasonable endeavours to provide such approval and constructively participate in such consultation as soon as practicable.

## **8. TERMINATION**

### **8.1 Termination by AIMCO**

AIMCO may terminate this Agreement by giving written notice to TSXCO if:

- (a) the Initial Conditions have not been satisfied on or before the date specified in clause 2.1(a);
- (b) all other Conditions have not been satisfied on or before the date specified in clause 2.1(b); or
- (c) TSXCO has materially breached any of the provisions hereof.

### **8.2 Termination by TSXCO**

TSXCO may terminate this Agreement by giving written notice to AIMCO if:

- (a) the Initial Conditions have not been satisfied on or before the date specified in clause 2.1(a);
- (b) all other Conditions have not been satisfied on or before the date specified in clause 2.1(b); or
- (c) AIMCO has materially breached any of the provisions hereof.

### **8.3 No Limitation on Action**

In the event of termination of this Agreement by either Party, this Agreement shall become void and have no effect, other than:

- (a) the payment obligation specified in clause 2.4; and
- (b) in respect of any liability for an antecedent breach of this Agreement.

## **9. GENERAL**

### **9.1 Further Assurances**

- (a) Each of the Parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all acts, documents and things to give effect to this Agreement and/or effectuate the transaction(s) contemplated herein.
- (b) Where the exercise of a right of a Party under the terms of this Agreement requires the approval of, or the taking of any other step by, the other Party, each Party hereby undertakes to exercise its voting rights and other rights and to take all actions reasonably requested.

### **9.2 Confidentiality**

- (a) Each Party (a “**Receiving Party**”) agrees that it shall maintain as confidential and shall not disclose, and shall cause its Affiliates and its and their respective employees, officers, directors, advisors, agents and representatives to maintain as confidential and not to disclose, the terms contained in this Agreement and all information (whether

written, oral or in electronic format) received or reviewed by it as a result of or in connection with this Agreement (collectively, “**Confidential Information**”), except that a Receiving Party may disclose Confidential Information:

- (i) to its auditors, legal counsel, lenders, brokers, underwriters, bankers and advisers and to persons with whom it is considering or intends to enter into a transaction for whom such Confidential Information would be relevant, provided that such persons are advised of the confidential nature of the Confidential Information, undertake to maintain the confidentiality of it and are strictly limited in their use of the Confidential Information to those purposes necessary for such persons to perform the services for which they were, or are proposed to be, retained by the Receiving Party or to consider or effect the applicable transaction, as the case may be;
  - (ii) where it has an obligation to disclose such information in accordance with applicable legislation, the rules of any recognized stock exchange or any other applicable legal requirements, in which case, such disclosure shall only be made after consultation with the other parties (if reasonably practicable and permitted by applicable law) and, in the case of a public announcement required by applicable law, shall only be made in accordance with clause 5.3;
  - (iii) where such information is already widely known by the public other than by a breach of the confidentiality terms of this Agreement or obtained independently of this Agreement and the disclosure of such information would not breach any other confidentiality obligations;
  - (iv) with the approval of the other Party; and
  - (v) to those of its and its Affiliates’ directors, officers, employees, representatives and agents who need to have knowledge of the Confidential Information.
- (b) Each Party shall ensure that its and its Affiliates’ employees, directors, officers, representatives and agents and those persons listed in clause 9.2(a)(i) are made aware of, and comply with the provisions of, this clause 9.2. Each Party shall be liable to the other parties for any improper use or disclosure of such terms or information by such persons.

### 9.3 Notices

- (a) Any notice or other communication that is required or permitted to be given hereunder (“**Notice**”) shall be in writing and shall be validly given if delivered in person (including by courier service) or transmitted by fax or electronic mail in PDF format as follows:
  - (i) in the case of TSXCO:  
Diamond Fields Resources Inc.  
Lot 223, Le Mahe, Beau Vallon, Mauritius, 5081  
Attention: Sybrand Van Der Spuy  
E-mail: [sybie@diamondfields.com](mailto:sybie@diamondfields.com)  
  
With a copy for information only to: [JCharles@diamondfields.com](mailto:JCharles@diamondfields.com)
  - (ii) in the case of AIMCO:

Panthera Resources Plc  
Salisbury House, London wall, London, United Kingdom, EC2M 5PS  
Attention: Mark Bolton  
E-mail: [mark.bolton@pantheraresources.com](mailto:mark.bolton@pantheraresources.com)

With a copy for information only to [d.smith@druces.com](mailto:d.smith@druces.com)

- (b) Any such notice or other communication shall be:
- (i) if delivered, shall be deemed to have been given and received on the day;
  - (ii) if mailed by registered mail, shall be deemed to have been given and received on the 10th day following such mailing;
  - (iii) if sent by email, shall be deemed to have been given and received on the day it was so sent if sent during normal business hours (9:00 a.m. to 5:00 p.m. local time at the place of receipt) or on the next following Business Day if sent outside of normal business hours, save for any instance where the sender:
    - A. receives an automated notification within 48 hours from the time of sending that the email has not been delivered or some other delivery problem has occurred; or
    - B. is informed otherwise that the recipient has not received the email,

in which case the notice or communication shall not be deemed to have been given or received.

Any Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this clause 9.3.

#### 9.4 **No Partnership**

Nothing in this Agreement shall be deemed to constitute any Party as the partner, agent or legal representative of the other Party or to create any fiduciary relationship between them. It is not the intention of the Parties to create, nor shall this Agreement be construed to create, any mining, commercial or other partnership.

#### 9.5 **Assignment**

No Party shall assign, novate or otherwise transfer any of its rights or obligations under this Agreement.

#### 9.6 **Entire Agreement**

- (a) This Agreement (including the schedules) constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.
- (b) There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

**9.7 Amendments**

This Agreement may not be amended or modified except by written instrument signed by all of the Parties.

**9.8 No Waiver**

The failure of any party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver nor deprive that party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. No purported waiver shall be effective as against any party unless consented to in writing by such party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

**9.9 Third Party Rights**

- (a) Except as specifically provided herein, a person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce a provision of this Agreement.
- (b) Notwithstanding clause 9.9(a), this Agreement may be varied and any of its provisions waived in any way and at any time by the parties without the consent of any of any person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce a provision of this Agreement.

**9.10 Severability**

If any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

**9.11 Applicable Law**

- (a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual claims) shall be exclusively governed by and construed in accordance the law of England and Wales without regard to choice of laws or conflict of laws principles that would require or permit the application of the laws of any other jurisdiction.
- (b) Except as required by law, or as otherwise expressly specified herein, each of the Parties hereby irrevocably attorns and submits to the exclusive jurisdiction of the courts of England and Wales respecting all matters relating to this Agreement or its subject matter or formation (including non-contractual disputes or claims) and the rights and obligations of the Parties hereunder.
- (c) Each of the Parties hereby agrees that service of any legal proceedings relating to this Agreement may be made by delivery thereof to:
  - (i) in the case of TSXCO, Fasken Martineau LLP, 15th Floor, 125 Old Broad Street, London, EC2N 1AR, attention: Managing Partner (and with reference

to Vanessa McMinn), provided that after 1 April 2022 the address of Fasken Martineau LLP shall be read as 100 Liverpool Street, 5th Floor, EC2M 2RH.; and

- (ii) in the case of AIMCO, Druces LLP, Salisbury House, London Wall, London, United Kingdom, EC2M 5PS, attention: Managing Partner (and with reference to David Smith).

**9.12 Execution in Counterparts**

This Agreement may be executed in any number of counterparts and by facsimile or electronic signatures, each of which shall constitute an original and all the counterparts taken together shall constitute one and the same instrument.

**IN WITNESS** whereof this Agreement has been executed by the Parties on the date first written above.

**DIAMOND FIELDS RESOURCES INC.**

By: \_\_\_\_\_



**/s/ Sybrand van der Spuy**

Name: Sybrand van der Spuy

Title: CEO & President

**PANTHERA RESOURCES PLC**

By: \_\_\_\_\_

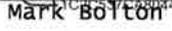
Name:

Title:

**DIAMOND FIELDS RESOURCES INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PANTHERA RESOURCES PLC**

By:  /s/ Mark Bolton  
Name:  Mark Bolton  
Title: Director