

DATED July 25, 2024

KOBO RESOURCES INC.

LUSO GLOBAL MINING B.V.

RELATIONSHIP AGREEMENT

relating to Kobo Resources Inc.

THIS RELATIONSHIP AGREEMENT is made as of July 25, 2024

BETWEEN:

1. **KOBO RESOURCES INC.**, a corporation existing under the *Canada Business Corporations Act* having its head office at 388 Grande-Allée Est, Québec, Province of Québec, Canada, G1R 2J4 (the “**Corporation**”); and
2. **LUSO GLOBAL MINING B.V.**, a limited company incorporated under the laws of the Netherlands whose registered office is at Kingsfordweg, 151 Office 01.26, 1043 GR Amsterdam, the Netherlands (“**LGM**”).

WHEREAS:

- (A) The Corporation’s Common Shares are listed and trading on the TSX Venture Exchange Inc. (the “**Exchange**”).
- (B) On June 4, 2024, LGM subscribed for 2,857,143 units of the Corporation (the “**Units**”), each unit consisting of a Common Share and one-half Common Share purchase warrant;
- (C) Subject to the Subscription Agreement, LGM has further agreed to subscribe for that additional number of Units required for LGM to hold immediately after that subscription, Common Shares representing, in total, 9.99% of the number of issued and outstanding Common Shares, calculated on an undiluted basis (the “**Second Subscription**”).
- (D) The parties have agreed to enter into this Agreement concurrently with the Second Subscription to manage the relationship between them to ensure that, *inter alia*: (i) the Corporation will be capable at all times of carrying on its business independently of LGM; (ii) manage the relationship between, and the rights and obligations of the Corporation and LGM; and (iii) all transactions and relationships between the Corporation and LGM are on an arm’s length basis.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings hereby assigned to them:

“ Applicable Laws ”	means the law applicable to the Corporation and the Exchange Policies;
“ Articles ”	means the articles of the Corporation, from time to time;
“ Board ”	means the board of directors of the Corporation or a duly authorized committee thereof;
“ Business Day ”	a day (other than a Saturday or Sunday) on which banks are generally open for business in Quebec and Amsterdam;
“ Confidential Information ”	has the meaning given in clause 6.4;
“ Common Share ”	an issued and outstanding common share in the share capital of the Corporation;

“Director”	means the directors for the time being of the Corporation (and Director shall mean any one of them);
“Exchange”	has the meaning given in recital (A);
“Exchange Policies”	means the policies applicable to issuers whose shares are listed and trading on the Exchange;
“Independent Director”	means a non-executive director of the Corporation that is deemed by the Board to be independent as per Applicable Laws;
“Representative”	has the meaning given in clause 6.4;
“Second Subscription”	has the meaning given in recital (C);
“Subscription”	the subscription by LGM to Units pursuant to the Subscription Agreement;
“Subscription Agreement”	means the subscription agreement entered into between the parties on or around 30 May 2024;
“Units”	has the meaning given in recital (B);
“Voting Rights”	rights attaching to Common Shares to vote at general meetings of the Corporation;

1.2 In this Agreement, unless otherwise specified:

- (a) references to clauses and sub-clauses are to the clauses and sub-clauses of this Agreement, respectively;
- (b) clause headings are for ease of reference only and shall not affect the construction of this Agreement;
- (c) the Recitals shall form part of this Agreement;
- (d) references to a party are to each of the Corporation and LGM, as the context may require, and the term “parties” shall be construed accordingly; and
- (e) references to “writing” or “written” includes email unless stated otherwise.

2. UNDERTAKING BY LGM

2.1 LGM undertakes to the Corporation that it shall not act, and it shall use reasonable endeavours to procure that (subject to such director complying with its fiduciary duties) any Shareholder Director shall not act, in a manner that prejudices the ability of the Corporation to carry on its Business independently of LGM.

2.2 LGM undertakes to the Corporation that it shall exercise its Voting Rights to procure (to the extent that they are able by the exercise of such rights to procure) that:

2.2.1 the Corporation shall be managed for the benefit of the shareholders of the Corporation as a whole and independently of LGM;

2.2.2 all transactions, agreements and arrangements between:

- (a) the Corporation; and
- (b) LGM.

shall be on an arm's length basis, on normal commercial terms and in compliance with and disclosed in accordance with all Applicable Laws.

- 2.3 For the avoidance of doubt, the obligations of each of the parties pursuant to this Agreement shall at all times be subject to all Applicable Laws and no party shall be required to take any action in breach of any such requirement or obligation.

3. NOMINATED DIRECTOR

- 3.1 Subject to, and following, completion of the Second Subscription, for so long as LGM holds, directly or indirectly, at least six (6%) per cent of the Common Shares, LGM will have the right, from and immediately after the execution of this Agreement, to propose for election to the Board (the "**Director Nomination Right**") one director until the next annual meeting of shareholders of the Corporation following the date hereof. Subsequently, while LGM holds, directly or indirectly, at least six (6%) of the Common Shares, the Corporation shall propose for election the director proposed for election by LGM pursuant to the terms hereof at every annual shareholders' meeting (the "**Nominee**"). The Nominee shall meet the applicable qualification requirements set out under applicable Laws and the Exchange Policies.
- 3.2 LGM shall notify the Corporation of the name of its Nominee no later than 15 Business Days before the mailing date of the proxy circular required for the annual shareholders' meeting of the Corporation; failing which, the Nominee shall be deemed, for the purpose of the upcoming annual shareholders' meeting, to be the director previously appointed as representative of Luso. Notice of such mailing shall be given by the Corporation to LGM at least 25 Business Days prior to the mailing date.
- 3.3 The Nominee may only be removed by LGM. If a Nominee resigns or is unable to serve for any reason prior to the expiration of his or her term, LGM shall designate a replacement which shall be appointed to the Board until the next annual shareholders' meeting of the Corporation where his or her term can be renewed or a successor representative of LGM may be elected.
- 3.4 Notwithstanding the above, (a) the slate of directors proposed at any shareholders' meeting will not be conditional upon the election of the proposed Nominee, and (b) the Corporation shall not have any liability or obligation whatsoever in the event the Nominee is not elected by the shareholders at any shareholders' meeting.
- 3.5 For so long as the Director Nomination Right is in existence, the Corporation will not take any action to frustrate the purposes of the Director Nomination Right, including by amending its Articles, any policies or procedures or utilising any existing or new committee of the Board, or otherwise.
- 3.6 The parties agree that the first Nominee pursuant to this clause 3 shall be Vivek Dharni.
- 3.7 The Nominee may, if so agreed by the Corporation, be entitled to receive a fee for the performance of duties as a director and shall, in all circumstances, be entitled to be reimbursed for properly incurred expenses in accordance with the Corporation's normal expenses policy for Directors.
- 3.8 The Corporation agrees to:

- 3.8.1 maintain at all times adequate directors' and officers' insurance for the Nominee consistent with cover in place for other Directors; and
- 3.8.2 enter into a deed of indemnity with the Nominee in respect of potential liabilities arising as a result of them being a director in a form consistent with any indemnity agreed with the other Directors.

4. EXERCISE OF POWER BY THE BOARD

LGM acknowledges that the Nominee to the Board owes fiduciary duties to the Corporation and shall be obliged to act and vote on all matters pertaining to the Board in what it perceives to be in the best interests of the Corporation in accordance with such fiduciary duties.

5. DURATION

- 5.1 The provisions of this Agreement shall terminate immediately upon:
 - 5.1.1 the Common Shares ceasing to be listed on the Exchange (not including any suspension of trading) or on any other exchange; or
 - 5.1.2 LGM ceasing to hold, directly or indirectly, at least six (6%) per cent of the Common Shares.
- 5.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
- 5.3 On termination of this Agreement, clause 1, clause 3 and clauses 6 to 11 shall continue in force.

6. CONFIDENTIALITY

- 6.1 Each party undertakes that it shall not at any time, disclose to any person any Confidential Information, except as permitted by clause 6.2.
- 6.2 Each party may disclose another party's Confidential Information:
 - 6.2.1 to its Representatives who reasonably require such disclosure. Each party shall procure that its Representatives to whom it discloses another party's Confidential Information understand the confidential nature of the Confidential Information and comply with this clause 6;
 - 6.2.2 in compliance with any law, regulation or the rules of a governmental or regulatory authority or any relevant tax or authority or stock exchange; and
 - 6.2.3 in connection with any legal, governmental or regulatory proceedings.
- 6.3 Subject to the exceptions in clause 6.2, no party shall use or disclose another party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 6.4 For the purposes of this clause 6, "**Confidential Information**" means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its "**Representative**") to any other party and/or that party's Representatives whether before or after the date of this Agreement, concerning any information that would be regarded as confidential by a reasonable business person relating to:

- 6.4.1 the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
 - 6.4.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party.
- 6.5 The provisions of this clause 6 shall not apply to any Confidential Information that:
- 6.5.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or any of its Representatives in breach of this Agreement);
 - 6.5.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - 6.5.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - 6.5.4 the parties agree in writing is not confidential or may be disclosed.
- 6.6 The Corporation acknowledges that the Shareholder Director shall be entitled to disclose Confidential Information, obtained in his capacity as a Director, with LGM subject at all times to LGM complying with the provisions of this clause 6. LGM acknowledges that any Confidential Information disclosed to it may constitute privileged information and LGM acknowledges that it will need to comply with the requirements of all Applicable Laws in relation to dealing in securities of the Corporation.
- 6.7 No party will make any statement, announcement or other communication that is, or can reasonably be expected to become, public concerning (a) the other parties, or (b) the provisions referred to in this Agreement, in each case without the consent of the other parties, except if same is required by Applicable Laws or any other competent tax, governmental or regulatory authority, provided that, where practicable, prior to the making or despatch thereof, the announcing party shall use its reasonable endeavours to consult with the other party as to the content, timing and manner of making or despatch thereof and the announcing party shall take into account in good faith all reasonable requirements of the other party in relation thereto.

7. COSTS

Each party shall pay its own costs incurred in connection with the negotiation, preparation and execution of this Agreement.

8. NOTICES

Any notice or other communication to be given under this Agreement will be given in writing in English and may be delivered in person or sent by prepaid first class post, recorded delivery or email to the relevant party as follows:

- 8.1.1 in the case of LGM to:

Address: Kingsfordweg, 151 Office 01.26, 1043 GR Amsterdam, the Netherlands

Email: [redacted for confidentiality reasons]

8.1.2 in the case of the Corporation to:

Address: 388 Grande-Allée Est, Québec, QC G1R 2J4

Email: egosselin@kobores.com

or at such other address or email address as it may notify to the other party under this clause 8.

8.2 Any notice or document will be deemed to be given:

8.2.1 if delivered in person, at the time of delivery; or

8.2.2 if sent by post, at 10:00 a.m. on the second Business Day after it was put into the post, if sent within the jurisdiction, or at 10:00 a.m. (local time at the place of destination) on the fifth Business Day after it was put into the post, if sent by airmail; or

8.2.3 if sent by email, on the date of transmission if transmitted before 3:00 p.m. (local time at the place of destination) on any Business Day, and in any other case on the next Business Day following the date of transmission,

8.3 In proving service of a notice or document it will be sufficient to prove that delivery was made or that the envelope containing the notice or communication was properly addressed and posted (either by prepaid first class recorded delivery post or by prepaid airmail, as the case may be) or that the email was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's email system.

8.4 The parties agree that the provisions of this clause 8 will not apply to the service of any writ, summons, order, judgment or other document relating to or in connection with any legal proceedings.

9. MISCELLANEOUS

9.1 Assignments

Except where this Agreement provides otherwise, none of the rights or obligations under this Agreement may be assigned or transferred without the prior written consent of the other parties.

9.2 Amendment of this Agreement

Except as otherwise expressly provided herein, no amendment or modification to this Agreement will be binding unless the same will be in writing and executed by the parties.

9.3 No waiver

The failure of any party to insist upon the strict performance of a covenant or undertaking hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, will not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, will constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

9.4 Counterparts

This Agreement may be executed in several counterparts, all of which together will for all purposes constitute one agreement, binding on all the parties.

9.5 No Partnership

Nothing in this Agreement will be deemed to create a partnership or the relationship of principal and agent or employer and employee between the parties.

9.6 No Third Party Rights

This Agreement is for the sole benefit of the parties and will not confer any rights or benefits on any person or party other than the parties. The parties do not require the consent of any other person to rescind, vary or terminate this Agreement.

9.7 Remedies

Each party acknowledges and agrees that damages may not be an adequate remedy for breach of the terms of this Agreement and that the other party may be entitled to seek injunctive relief or any other relief which may be appropriate under the circumstances in any court of competent jurisdiction in the event of breach or anticipatory breach of the obligations set out in this Agreement.

10. ENTIRE AGREEMENT

10.1 This Agreement and the documents referred to in it contain the entire agreement between the parties relating to the matters contemplated by this Agreement and supersede all previous agreements between the parties relating to these matters. Except as required by statute, no terms will be implied (whether by custom, usage or otherwise) into this Agreement.

10.2 Each party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance made by or on behalf of any other party before the execution of this Agreement.

10.3 Each party waives all rights and remedies which might otherwise be available to it in respect of such representation, warranty, collateral contract or other assurance not set out in this Agreement.

10.4 Nothing in the preceding provisions of this clause limits or excludes any liability for fraud.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by the laws of the Province of Quebec and the laws of Canada applicable therein.

11.2 The courts of the Province of Quebec shall have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this Agreement (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Agreement) and the parties submit to the exclusive jurisdiction of the courts of the Province of Quebec.

(Signatures on the following page)

IN WITNESS whereof this agreement has been executed on the date first above written.

KOBO RESOURCES INC.

By: *(s) Edouard Gosselin*

Print name: Edouard Gosselin

Position: Chief Executive Officer

LUSO GLOBAL MINING B.V.

By: *(s) Jose Pedro Ferreira de Sampaio
Morais*

Print name: Jose Pedro Ferreira de
Sampaio Morais

By: *(s) Manuel António da Fonseca
Vasconcelos da Mota*

Print name: Manuel António da Fonseca
Vasconcelos da Mota