

# SHARE PURCHASE AGREEMENT

TIGRAY ETHIOPIA HOLDINGS INC.  
TIGRAY RESOURCES HOLDINGS INC.  
(COLLECTIVELY AS THE SELLERS)

AND

Silk Road Resources Investment Co., Limited.  
(AS THE PURCHASER)

AND

EAST AFRICA METALS INC.  
(AS THE GUARANTOR)

## 股权买卖协议

提格雷埃塞俄比亚控股公司

提格雷资源控股公司

作为（“各卖方”）

与

丝路资源投资有限公司

（作为“买方”）

与

东非金属公司

（作为“保证人”）

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This Share Purchase Agreement (the **Agreement**) is made on 28/06/2019 in Changsha, China by and among the following parties:

本股权买卖协议（简称“本协议”）由以下各方于2019年6月28日在中国长沙签订：

- (1) Tigray Ethiopia Holdings Inc., a limited liability company duly incorporated and existing under the laws of British Virgin Islands with registration number 1719004 and whose main business address is 2 Columbus Centre, PO Box 2283, Road Town, Tortola, British Virgin Islands (the **TEHI**);

提格雷埃塞俄比亚控股公司，一家根据英属维京群岛法律成立的有限责任公司，登记号码为，1719004 主营业务地址为 2 Columbus Centre, PO Box 2283, Road Town, Tortola, British Virgin Islands（简称“TEHI”）；

- (2) Tigray Resources Holdings Inc., a limited liability company duly incorporated and existing under the laws of British Virgin Island with registration number 1719004 and whose main business address is 2 Columbus Centre, PO Box 2283, Road Town, Tortola, British Virgin Islands (the **TRHI**) ;

提格雷资源控股公司，一家根据英属维京群岛法律成立的有限责任公司，登记号码为 1719004，主营业务地址为 2 Columbus Centre, PO Box 2283, Road Town, Tortola, British Virgin Islands（简称“TRHI”）；

(TEHI and TRHI are hereinafter referred to collectively as the Sellers, and each a Seller)

(TEHI 和 TRHI 以下合称“各卖方”，单称“卖方”)

- (3) SILK ROAD RESOURCES INVESTMENT CO., LIMITED., a limited liability company duly incorporated and existing under the laws of Seychelles with registration number 207657 and whose main business address is Vistra Corporate Services Center, Suite 23, 1<sup>st</sup> Floor, Eden Plaza, Eden Island, Mahe, Republic of Seychelles (the **Purchaser**); and

丝路资源投资有限公司，一家根据塞舌尔法律成立的有限公司，登记号码为 207657，主营业务地址为 Vistra Corporate Services Center, Suite 23, 1<sup>st</sup> Floor, Eden Plaza, Eden Island, Mahe, Republic of Seychelles（简称“买方”）；以及

- (4) East Africa Metals Inc., a TSX-V listed company duly incorporated and existing under the laws of Canada with registration number 837397-3 and whose main business address is Suite 1100, 595 Howe Street, Vancouver, BC, Canada, V6C 2T5 (the **Guarantor**).

东非金属公司，一家根据加拿大法律成立的多伦多证券交易所创业板的公司，登记号码为 837397-3，主营业务地址为 Suite 1100, 595 Howe Street, Vancouver, BC, Canada, V6C 2T5（简称“保证人”）。

The Sellers, the Purchaser and the Guarantor are hereinafter referred to collectively as the Parties, and each a Party.

各卖方、买方和保证人以下合称“各方”，单独称“一方”。

## BACKGROUND:

### 背景:

- (1) Tigray Resources Incorporated Private Limited Company, is a private limited liability company duly incorporated and existing under proclamations (the laws) of Ethiopia with registration number MT/AA/2/0011689/2004 (the Company), which has issued 100 (one hundred) shares<sup>1</sup> in total with each share's par value being US\$1,000.00 (one thousand).

提格雷资源私人有限公司是一家根据埃塞俄比亚公告（法律）成立的私人有限责任公司，登记号为 MT/AA/2/0011689/2004（简称“公司”），已发行股份共计 100 股，每股票面价值为美元 1000 元。

- (2) As of the date of this Agreement, TEHI owns ninety-nine percent (99%) and TRHI owns one percent (1%) of the equity interests of the Company.

截至本协议签订日，TEHI 及 TRHI 分别拥有公司的百分之九十九（99%）和百分之一（1%）股权。

- (3) The Purchaser wishes to purchase seventy percent (70%) of the equity interests of the Company (the Target Equity) from the Sellers on the terms and conditions of this Agreement (including sixty-nine percent (69%) of the equity interests of the Company from TEHI and one percent (1%) percent of the equity interests of the Company from TRHI), and the Sellers wish to sell the Target Equity to the Purchaser on the terms and conditions of this Agreement.

买方拟根据本协议的条款和条件向各卖方收购公司的百分之七十（70%）的股权（简称“标的股权”）（包括从 TEHI 收购百分之六十九（69%）的公司股权，从 TRHI 收购百分之一（1%）的公司股权），各卖方拟根据本协议的条款和条件向买方出售标的股权。

- (4) After the Closing, the Purchaser will have the power to independently organize, manage and operate the Company pursuant to the terms and conditions of the Transaction Documents.

在交割后，买方将有权力按照交易文件的条款和条件独立组织、管理和运营公司。

IT IS AGREED as follows:

各方协议如下:

### 1. INTERPRETATION 释义

In addition to terms defined elsewhere in this Agreement, the definitions in Schedule 4 apply throughout this Agreement.

除本协议其他部分定义的术语外，附件 4 中的定义应在本协议中通篇适用。

- 1.1. References to a recital, clause, schedule or annex are to a recital, clause, schedule

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<sup>1</sup> To be adjusted if the EAM group payables are officially recognized as capital before this Agreement is signed.

or annex of this Agreement.

本协议中所称的前言、条、附件或附录指本协议的前言、条、附件或附录。

- 1.2. Where there is any inconsistency between a term in the body of this Agreement and a term in any of the schedules or any other document referred to or otherwise incorporated into this Agreement, the term in the body of this Agreement shall prevail.

如果本协议正文条款与本协议的附件或本协议提及的或以其他方式加入本协议的任何其他文件的条款存在不一致，应以本协议正文的条款为准。

- 1.3. The words including and include shall mean including without limitation and include without limitation, respectively.

“包括”一词的含义为包括但不限于。

- 1.4. The headings in this Agreement do not affect its interpretation.

本协议中的条款标题不影响本协议的解释。

- 1.5. Any schedule or annex to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its schedules and annexes.

本协议的附件或附录应构成本协议的组成部分，并且对本协议的指称应包含其附件和附录。

## 2. SALE AND PURCHASE OF THE TARGET EQUITY 标的股权的出售和购买

- 2.1. Upon the terms and conditions of this Agreement, the Sellers shall sell and transfer all of its rights, titles, benefits and interests in the Target Equity, free from any Encumbrances, except as have been disclosed in the Disclosure Letter, to the Purchaser, and the Purchaser shall purchase and acquire all of the Sellers' rights, title, benefits and interests in and to the Target Equity (including the right to receive dividends or distributions) from the Sellers. The purchase price payable for the Target Equity (the Consideration) shall be denominated in USD and paid in accordance with clause 5.

根据本协议的条款和条件，各卖方应将其持有的标的股权的所有权利、所有权、收益和利益出售和转让给买方（且该等权利、所有权、收益和利益不附带任何权利负担，但在《披露函》中有所披露除外，并且买方应向各卖方购买各卖方在标的股权中的所有权利、所有权、收益和利益（包括获得股息或分配的权利）。标的股权的应付购买价款（简称“对价”）应以美元计价，并根据第5条支付。

- 2.2. The Purchaser acknowledges that the Sellers enter into this Agreement in reliance on the representations, warranties and undertakings on the part of the Purchaser set out in this Agreement.

买方确认，各卖方签订本协议是依赖于买方在本协议中做出的声明、保证和承诺。

- 2.3. The Sellers acknowledge that the Purchaser enters into this Agreement in reliance on the representations, warranties and undertakings on the part of the Sellers set out in this Agreement.

各卖方确认，买方签订本协议是依赖于各卖方在本协议中做出的声明、保证和承诺。

### 3. CONDITIONS PRECEDENT 先决条件

#### 3.1. The sale and purchase of the Target Equity shall be conditional on:

标的股权的买卖以满足下列条件为前提：

- (a) all of the current shareholders of the Company has approved by formal resolutions this Agreement and the proposed sale and purchase of the Target Equity.

公司现有的全体股东已经正式通过决议批准本协议以及标的股权的拟议买卖；

- (b) All authorizations from, and notices or filings with, any government department or other authority (including any security regulatory department) that are necessary to enable the Parties to execute and perform its obligations under this Agreement and each of the other Transaction Documents to which the anyone of the Parties is or will be a party have been obtained or made (as the case may be) and are in full force and effect and all conditions of each such authorization have been complied with.

各方签署本协议以及其各自签订的或将签订的其他各交易文件和履行其在本协议和前述各交易文件项下的义务所需的任何政府部门或其他机关（包括任何证券监管部门）的所有必要授权或通知或备案均已取得或办理（以适用者为准）并且具备完全效力，并且该等授权的所有条件均已得到遵守。

- (c) the registration of the transfer of the Target Equity and the Amended Articles of Association have been duly completed with the Registration Authority.

标的股权的转让和经重述的章程已经正式完成在登记机关的登记；

- (d) the Warranties are true, accurate and not misleading as at the date of this Agreement and the Closing Date;

各项保证在本协议签订日和交割日均真实、准确且无误导；

- (e) The Sellers have performed and complied with all agreements, obligations and conditions contained in this Agreement that it is required to perform or comply with on or before the Closing Date; and

各卖方已经履行并遵守本协议中包含的、各卖方应当在交割日当日或之前应履行或遵守的所有约定、义务和条件；及

- (f) the following agreements have been in the Agreed Form and duly executed:

下列文件已经达成商定格式并正式签署：

- (i) the joint venture agreement of the Company by and between the Purchaser and TEHI (the JVA); and

买方和 TEHI 之间有关公司的合资协议（简称“合资协议”）；以及

- (ii) the amended and restated articles of association of the Company prepared pursuant to the JVA (the Amended Articles of Association).

根据合资协议编制的经修订和重述的公司章程（简称“经重述的章程”）。

The JVA, the Amended Articles of Association and the Disclosure Letter together with this Agreement shall be collectively referred to as the Transaction Documents.

合资协议、经重述的章程和《披露函》连同本协议合称“交易文件”。

- 3.2. The Purchaser may, in its sole discretion, waive any of the Conditions at any time by notice in writing to the Sellers (which waiver may be exercised or granted subject to such further conditions as set by the Purchaser in its sole discretion with respect to the waived Conditions, if any).

买方有权自主决定以书面通知各卖方的方式，随时豁免任何先决条件（对于被豁免的先决条件，买方可以自主决定对该等豁免的行使或授予附加进一步条件（如有））。

- 3.3. The Sellers shall use its commercially reasonable best endeavors to fulfil or procure the fulfilment of the Conditions in clauses 3.1 as soon as reasonably practicable and in any event on or before the Long Stop Date. In the event that any of the Conditions is not satisfied or waived according to clause 3.2 by the Long Stop Date, the Purchaser shall not be bound to proceed with the purchase of the Target Equity, and may terminate this Agreement at any time by giving written notice to the Sellers. Thereafter, the provisions of clause 10.3 shall apply.

各卖方应当尽商业上合理最大努力在合理可行范围内尽快（无论如何应在最终截止日当日或之前）满足或促成满足第 3.1 条规定的先决条件。如果任何先决条件截至最终截止日为止仍未获得满足或根据第 3.2 条获得豁免，则买方无义务购买标的股权，并有权随时书面通知各卖方终止本协议。在此之后，第 10.3 条的规定应予适用。

#### 4. CLOSING 交割

- 4.1. The completion of the transfer of the Target Equity (Closing) shall take place at the office of Purchaser which is located in 6th Floor, Yousedizhi Building, Dayangfang Road, Chaoyang District, Beijing, China on the tenth (10<sup>th</sup>) Business Day after the date on which the last of the Conditions to be satisfied or waived is satisfied or waived in accordance with clause 3 (or at such other place and/or on such other date as the Sellers and the Purchaser may agree) (the Closing Date).

标的股权的转让的交割（简称“交割”）应当在所有先决条件均按照第 3 条获满足或豁免之日（以最后一个先决条件获得满足或豁免为准）后第十（10）个工作日在买方位于中国北京朝阳区大羊坊路有色地质大厦六层的办公室进行，或在各卖方和买方约定的其他地点和/或日期进行（简称“交割日”）。

- 4.2. Unless otherwise expressly specified in the Agreement, throughout the period commencing from signing of this Agreement and until Closing, the pre-completion covenants set out in Schedule 2 shall apply.

除本协议另有明确约定外，附件 2 中的交割前承诺应适用于从本协议签署之日起至交割为止的期间。

- 4.3. At Closing the Seller shall, at the main business address of the Company, deliver to the Purchaser or its designated representative(s) the originals of the following items,

or, if the originals are not allowed to be delivered to the Purchaser and its designated representative(s) pursuant to applicable laws and regulations, the notarized copies of the following items:

在交割时，各卖方应在公司的主营业地址向买方或其指定代表交付下列文件的原件，或者，如果根据相关法律法规该等原件不被允许交付给买方或其指定代表，则交付下列文件经公证的拷贝件：

- (a) any and all permits, approvals, certificates, stamps and seals (if any) issued by the relevant Governmental Authorities of Ethiopia in relation to the business of the Company, including the Business License;

埃塞俄比亚政府机构颁发的有关公司的所有许可、批准、证照及印章、印鉴（如有），包括营业执照；

- (b) all documents necessary to change the bank mandates of the Company in such manner as the Purchaser reasonably requires; and

按照买方合理要求的方式变更公司的银行授权所必需的所有文件；及

- (c) the original copy of the certificate signed by the Sellers on the Closing Date confirming that each of the Warranties is true, accurate and not misleading as at the Closing Date.

各卖方于交割日签署的，确认每项保证截至交割日均真实、准确、无误导的证明原件。

For the avoidance of doubt, if the Sellers fail to deliver any of the above originals and/or the notarized copies (as the case may be) in compliance with this Agreement the Purchaser may refuse to proceed with Closing and terminate this Agreement. The Purchaser shall keep all such originals within the territory of Ethiopia.

为避免疑义，若各卖方未能按照第 4.3 条交付上述文件任何一项原件和/或经公证的拷贝件（依情况而定），买方可以拒绝进行交割并终止本协议。买方应将上述原件保留在埃塞俄比亚境内。

- 4.4. At Closing, following the full performance by the Sellers of their obligations under clause 4.3, the Purchaser shall make the payment of the Consideration to the Sellers in accordance with clause 5 and clause 14.

在交割时，在各卖方完全履行其在第 4.3 条项下的义务后，买方应根据第 5 条和第 14 条向各卖方支付对价。

- 4.5. The Parties agree that one basis for the Consideration is that the net current assets of the Company as of the Closing (the "Balance") should be "Zero". If the actual Balance is positive, the value of the Balance shall belong to the Seller. If the actual Balance is negative, the Sellers are obligated to make up the shortfall to have the Balance being "Zero", and the Purchaser shall be entitled to withhold an amount from the Consideration to make up the shortfall. For purpose of this clause, "net current assets" shall mean credit, debt and contingent debt.

各方同意对价的基础之一是公司在交割时的净流动资产（简称“余额”）为零。如果实际的余额为正，余额的价值属于卖方。如果实际的余额为负，各卖方有义务补足差额使得余额为零，而且买方有权从对价中扣减相应的金额以补足差额。为本条之目的，

“净流动资产”是指债权、债务及或有负债。

- 4.6. The fixed assets of the Company shall remain unchanged at the Closing compared with their status at the signing of this Agreement.

公司的固定资产在交割时的状态应与本协议签订之时的状态保持不变。

## 5. CONSIDERATION 对价

- 5.1. The Parties agree that the Consideration shall be US\$1,200,000.00 (ONE MILLION AND TWO HUNDRED THOUSAND US DOLLARS ONLY)

各方同意对价为美元 120 万元（大写：壹佰贰拾万美元整）。

- 5.2. The Purchaser shall pay 50% of the Consideration (i.e. US\$600,000.00 (SIX HUNDRED THOUSAND US DOLLARS)) (the “Closing Consideration”) in USD by wire transfer (or other timely, mutually acceptable arrangement) to the USD account designated by the Sellers within ten (10) Business Days after the date on which the Seller has performed its obligations under clause 4.3 and the Closing has taken place.

在各卖方履行完其在第 4.3 条下的义务并发生交割后十（10）个工作日内，买方应通过电汇方式（或者其他及时的、双方共同接受的安排）以美元向卖方指定的美元账户支付对价的 50%（即美元 60 万元，大写：陆拾万美元整）（“交割对价”）。

- 5.3. The Purchaser shall pay the remaining 50% of the Consideration (i.e. US\$ 600,000.00 (SIX HUNDRED THOUSAND US DOLLARS)) (the “Deferred Consideration”) in USD to the Sellers by wire transfer (or other timely, mutually acceptable arrangement) to the USD account designated by the Sellers within thirty (30) Business Days after the date on which the Sellers has performed its obligations under clause 4.3 and the Closing has taken place.

在各卖方履行完其在第 4.3 条下的义务并发生交割后三十（30）个工作日内，买方应通过电汇方式（或者其他及时的、双方共同接受的安排）以美元向各卖方指定的美元账户支付对价的剩余 50%（即美元 60 万元，大写：陆拾万美元整）（“递延对价”）。

- 5.4. If the Purchaser defaults in paying the full amount of the Consideration before the thirtieth (30<sup>th</sup>) Business Day after the Deferred Consideration is due, without prejudice to any other remedies available to the Sellers, the Sellers may terminate this Agreement by giving written notice to the Sellers and the Purchaser is obliged to pay the liquidated damages of US\$ 300,000.00 (THREE HUNDRED THOUSAND US DOLLARS) to the Sellers. Thereafter, the provisions of clause 10.3 shall apply.

如果买方未能在递延对价到期后第三十（30）个工作日之前支付全额对价，各卖方有权书面通知买方终止本协议，买方有义务向各卖方支付违约赔偿金美元 30 万元（大写：叁拾万美元整），而且各卖方可获得的其他救济不受此影响。在此之后，第 10.3 条的规定应予适用。

## 6. LEFT BLANK 空白

## 7. SELLERS' WARRANTIES 各卖方保证

7.1. The Sellers hereby represent and warrant to the Purchaser that, as of the date of this Agreement, and as of the Closing Date:

各卖方特此向买方声明和保证，在本协议签订日以及在交割日：

(a) each of the Warranties is true, accurate and not misleading, unless otherwise disclosed in the Disclosure Letter;

每项保证均真实、准确、无误导，除非在《披露函》中另有披露；

(b) all information relating to the Business, the Sellers and the Company which would be significant to a purchaser for value of the equity interest, operation or assets of the Company, is contained in this Agreement or has been provided to the Purchaser or the Purchaser's Advisors in writing. All such information is true, accurate and complete in all aspects and no material facts have been omitted from that information which would make such information misleading; and

与公司业务、各卖方、公司相关的，且对买方评估公司的股权、经营或资产具有重大影响的所有信息均已包含在本协议中，或已经书面提供给买方或买方顾问。所有该等信息在所有方面均真实、准确、完整，不存在导致该等信息发生误导的重大事实遗漏；以及

(c) there is no outstanding loan, debt or Liabilities owed by the Company to any person, unless otherwise disclosed in the Disclosure Letter.

公司对任何人均不在未清偿的或者潜在的贷款、负债或者责任，除非在《披露函》中另有披露。

7.2. Each of the Warranties is separate and independent and, except as expressly provided to the contrary in this Agreement, is not limited:

每项保证相互独立，并且除非本协议另有明确相反规定，每项保证不受下列各项的限制：

(a) by reference to any other Warranty; or

对任何其他保证的援引；或

(b) by any other provision of this Agreement

本协议的任何其他条款；。

None of the Warranties shall be treated as qualified by any actual, imputed or constructive knowledge on the part of the Purchaser or the Purchaser's Affiliates or the Purchaser's Advisors (except as disclosed in this Agreement or in the Disclosure Letter) and no such knowledge shall prejudice any Warranty Claim or operate so as to reduce any amount recoverable.

保证不应视为受到买方或其关联方或任何买方顾问实际、推算或推定所知内容的限定（除非在本协议中或在《披露函》中另有披露），并且该等所知内容不影响任何保证索赔，或减少可追偿的金额。

7.3. Without prejudice to any other remedy available to the Purchaser or its ability to

claim damages on any other basis which is available to it by reason of any of the Warranties being untrue, inaccurate or misleading, if any of the Warranties is untrue, inaccurate or misleading, the Sellers shall be liable for and shall, at the direction of the Purchaser, pay to the Purchaser an amount equal to all Losses arising incurred or suffered by the Purchaser which would not have existed or arisen if the relevant Warranty had not been untrue, inaccurate or misleading.

在不影响买方以任何保证不真实、不准确或存在误导为由享有的任何其他救济或任何其他索赔权利的情况下，如果任何保证不真实、不准确或存在误导，则对于由于该等保证不真实、不准确或存在误导而给买方造成的所有损失，各卖方应当承担责任，并根据买方的指示向买方支付相当于该等损失金额的赔偿。

7.4. The Sellers shall promptly (and in any event before Closing) give notice to the Purchaser of any matter or circumstance:

各卖方应当及时（无论如何应在交割前）将下述事项或情况通知买方：

(a) which becomes known to them after the date of this Agreement and before Closing that results or is likely to result in any of the Warranties being untrue, inaccurate or misleading as at the date of the Agreement or as at Closing; or

各卖方在本协议签订日以后、交割之前获悉任何导致或可能导致任何保证在本协议签订日或交割时不真实、不准确或存在误导的事项或情况；或

(b) arising after the date of this Agreement and before Closing, which results or is likely to result in any of the Warranties being untrue, inaccurate or misleading as at the date of the Agreement or as at Closing.

在本协议签订日以后、交割之前发生任何导致或可能导致任何保证在本协议签订日或交割时不真实、不准确或存在误导的事项或情况。

Any notice given under this clause 7.4 in relation to any matter or circumstance shall not, for the avoidance of doubt, prevent the Purchaser from making any Warranty Claim arising from that matter or circumstance.

为避免疑义特此明确，根据本第 7.4 条发出的有关任何事项或情况的通知不构成对买方就该等事项或情况提出任何保证索赔的阻却事由。

7.5. If the Purchaser becomes aware of a matter or circumstance which is likely to give rise to a Warranty Claim, the Purchaser shall give notice to the Sellers specifying that matter or circumstance in reasonable detail (to the extent known), and setting out such other facts as the Purchaser deems necessary, as soon as reasonably practicable after it becomes aware of that matter or circumstance. Any failure by the Purchaser to give notice as contemplated by this clause in relation to any matter or circumstance shall not, for the avoidance of doubt, prevent the Purchaser from making any Warranty Claim arising from that matter or circumstance.

如果买方获悉任何事项或情况可能引起保证索赔，买方应在获悉该事项或情况后，在合理可行范围内尽快通知各卖方，合理详细地说明该事项或情况（以买方所知的范围为限），并说明买方认为必要的其他事实。为避免疑义特此明确，买方未能根据本条规定就任何事项或情况发出通知的事实不构成对买方就该等事项或情况提出任何保证索赔的阻却事由。

7.6. TEHI will assign a representative to assist with the operation of the Business and

the Company's communication with Governmental Authorities of Ethiopia. TEHI shall be solely responsible for the salaries and expenses of the said representative.

TEHI 应指派一名代表协助公司业务的运营以及公司与埃塞俄比亚政府机构的沟通。该代表的工资和费用由 TEHI 全部负责。

## 8. PURCHASER'S WARRANTIES 买方保证

8.1. The Purchaser hereby represents and warrants that, as of the date of this Agreement, and as of the Closing Date:

买方特此声明和保证，在本协议签订日以及在交割日：

(a) the Purchaser is a company duly organized, validly existing and in good standing under the laws of Seychelles;

买方是一家根据塞舌尔法律正式组建、有效存续并且正常营业的公司；

(b) the Purchaser has all requisite corporate power and authority to execute and deliver this Agreement and consummate the Transaction;

买方拥有签署和交付本协议以及完成本交易所需的一切必要公司权力和授权；

(c) the Purchaser has the requisite capacity to perform its obligations under this Agreement, including in particular its obligation to pay the Consideration.

买方有能力履行其在本协议项下的义务（包括支付对价的义务）。

## 9. INDEMNITY 赔偿

9.1. One Party (the "Breaching Party") shall indemnify in full and hold harmless the other Party (the "Observant Party") and its Affiliates (including, after Closing, the Company), and each of their directors, officers, employees and agents (collectively the Indemnified Persons), from and against any and all claims (whether or not successful, compromised or settled), actions, demands, proceedings or judgments which may be instituted, made, threatened, alleged, asserted or established (each a Claim) from time to time in any jurisdiction against or otherwise involving an Indemnified Person and from any and all Losses which an Indemnified Person may suffer or incur from time to time (including all Losses incurred in disputing any Claim and/or in establishing a right to be indemnified pursuant to this clause 9.1 and/or in seeking advice regarding any Claim or in any way related to or in connection with the indemnity in this clause 9.1), in any such case arising out of, based upon, or in connection with, whether directly or indirectly breach of any representations, warranties, undertakings, promises or liabilities in the Agreement by the Breaching Party, or breach of any obligations arising out of or in connection with any transaction set forth in the Agreement or any other Transaction Documents by anyone of the Sellers.

对于直接或间接由于任何一方（“违约方”）违反本协议中的任何声明、保证、承诺、许诺或责任，或者违约方违反因本协议或任何其他交易文件所述交易所产生的或与该等交易相关的任何义务引起的，以之为基础的或与之相关的，在任何司法管辖区内不时针对另一方（“守约方”）和其关联方（在交割后，包括公司）及其各自的董事、

高管、员工和代理人（合称“受偿人”）提起的、做出的、潜在的、声称的、宣称的或确定的，或以其他方式涉及受偿人的任何及所有索赔（无论是否成功，达成妥协或和解）、诉讼、要求、程序或判决（均称“索赔”）以及受偿人可能不时遭受或承担的所有损失（包括对任何索赔提出异议和/或根据本第 9.1 条确立受偿权和/或就任何索赔寻求建议的过程中发生的或与本第 9.1 条规定的赔偿有任何关联的所有费用），违约方应对受偿人做出全额赔偿，使其免受其损害。

- 9.2. No knowledge, whether actual, imputed or constructive, on the part of the Observant Party or its Affiliates or any of its Advisors, shall prejudice any claim for indemnity under clause 9.1 or operate so as to reduce any amount recoverable.

守约方或其关联方或其顾问实际、推算或推定所知内容，均不有损于按第 9.1 条项下赔偿承诺提出的任何损害赔偿主张，也不得减少任何可追偿的金额。

- 9.3. The indemnities under clauses 9.1 are not conditional upon the wilful misconduct or negligence of the Breaching Party.

第 9.1 条项下赔偿责任不以任何违约方发生故意不当行为或过失为前提。

- 9.4. The Observant Party shall have the right to deduct the equivalent amount of the above indemnities from any amount payable by the Company to the Breaching Party or the Breaching Party's Affiliates.

守约方有权从公司应向任何违约方或违约方的关联方支付的任何款项中扣除上述赔偿款的等值金额。

## 10. TERMINATION 终止

- 10.1. The Purchaser may terminate this Agreement by serving written notice to all of the Sellers if:

如果发生下述情形，买方可以通过书面通知全体卖方的形式终止本协议，

- (a) before Closing:

在交割前:

- (i) anyone of the Sellers has breached any of its obligations in this Agreement and any such breach (i) is not remedied within ten (10) Business Days after a written request for remedy is given to the breaching Seller by the Purchaser; and (ii) has or would be likely to have a Material Adverse Change; or

任何卖方违反了其在本协议项下任何义务，并且该等违约(i)在买方向违约卖方发出书面纠正请求后十（10）个工作日内未予以纠正、而且(ii)导致重大不利变动或可能导致重大不利变动；或

- (ii) any of the Conditions is not satisfied or waived according to clause 3.2 by the Long Stop Date; or

截至最终截止日为止，任何先决条件仍未获得满足或根据第 3.2 条获得豁免；或

- (b) on the Closing Date, the obligations under clause 4.3 has not been duly fulfilled by the Sellers;

在交割日，各卖方未适当履行其在第 4.3 条项下的义务。

- (c) Within twenty-four (24) months after the Closing Date, anyone of the Sellers has breached any representations, warranties, undertakings, promises or liabilities of the Agreement or any other Transaction Documents and such breach (i) is not rectified within ten (10) days after the Purchaser has issued a written request for correction to this breaching Seller, and (ii) has or would be likely to have a Material Adverse Change; or

在交割日后二十四（24）个月内，任何卖方违反本协议或任何其他交易文件的任何声明、保证、承诺、许诺或责任，并且该等违约(i)在买方向违约卖方发出书面纠正请求后十（10）日内未予以纠正、而且(ii)导致重大不利变动或可能导致重大不利变动；或

- (d) The verifiable resource of the Da Tambuk Mine is 30% lower than that described in the Project Report for Da Tambuk, or, the verifiable resource of the Mato Bula Mine is substantially lower than that described in the Project Report for Mato Bula.

Da Tambuk 矿的可验证的资源量比 Da Tambuk 项目报告的描述低 30%，或者，Mato Bula 矿的可验证的资源量 Mato Bula 项目报告的描述低 30%。

- 10.2. If the Purchaser has breached any representations, warranties, undertakings, promises or liabilities of the Agreement or any other Transaction Documents, OTHER THAN ANY OBLIGATION TO MAKE AN PAYMENT (INCLUDING PAYING THE CONSIDERATION), and such breach (i) is not rectified within ten (10) days after the Sellers have issued a written request for correction to the Purchaser, or (ii) have or would be likely to have a Material Adverse Change, the Sellers may terminate this Agreement by serving written notice to the Purchaser.

如果买方违反任何付款（包括支付对价）的义务以外的本协议或任何其他交易文件的任何声明、保证、承诺、许诺或义务，并且该等违约(i)在各卖方向买方发出书面纠正请求后十（10）个工作日内未予以纠正、而且(ii)导致重大不利变动或可能导致重大不利变动，各卖方可以通过书面通知买方的形式终止本协议。

- 10.3. In the event that this Agreement is terminated pursuant to clause 5.4, clause 10.1, clause 10.2 or clause 17.4:

如果本协议按第 5.4 条、第 10.1 条、第 10.2 条或第 17.4 条终止：

- (a) this Agreement shall become void and have no further effect, provided that no Party shall be relieved of any liability for a breach of this Agreement (including any liability for indemnification under clause 9) or for any misrepresentation hereunder, nor shall such termination be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation;

本协议即告失效，但任何一方并不被解除对任何违反本协议的行为应承担的责任（包括第 9 条约定的赔偿责任）或者本协议项下任何虚假陈述应承担的责任，并且该等终止不得视作放弃对任何该等违约或虚假陈述享有的任何救济措施（包括实际履行（如可行））；

- (b) in case of termination of the Agreement pursuant to clause 10.1(a) or 10.1(b), the Sellers shall jointly and severally pay to the Purchaser by wire transfer

(or other timely, mutually acceptable arrangement) to the USD account designated by the Purchaser the liquidated damages in US\$ 2,000,000.00 (TWO MILLION US DOLLARS ONLY) within ten (10) Business Days of such termination;

当按第 10.1(a)条或第 10.1(b)条终止本协议时，各卖方应以连带责任方式在该等终止后的十（10）个工作日内通过电汇方式（或者其他及时的、双方共同接受的安排）以美元向买方指定的美元账户支付违约赔偿金美元 200 万元（大写：贰佰万美元整）；

Provided however that in case of termination of the Agreement pursuant to clause 10.1 (a)(ii) or 10.1(b), this clause may apply only when the Conditions are not satisfied for any reason of any one of the Sellers;

前提是，当按第 10.1(a)(ii)条或第 10.1(b)条终止本协议时，仅先决条件因任何卖方的原因而未获得满足的情形下，方可适用本款；

- (c) in case of termination of the Agreement pursuant to clause 10.1(c), the Sellers shall jointly and severally pay to the Purchaser by wire transfer (or other timely, mutually acceptable arrangement) to the USD account designated by the Purchaser the liquidated damages in US\$ 3,000,000.00 (THREE MILLION US DOLLARS ONLY) and refund all of the Consideration the Sellers have received and all the Designated Costs the Purchaser has covered within ten (10) Business Days of such termination. To avoid any doubt, in case of termination of the Agreement pursuant to clause 10.1(d) or clause 10.1 (e), clause 6 shall still apply cumulatively.

当按第 10.1(c)条终止本协议时，各卖方应以连带责任的方式在该等终止后的十（10）个工作日内通过电汇方式（或者其他及时的、双方共同接受的安排）以美元向买方指定的美元账户支付违约赔偿金美元 300 万元（大写：叁佰万美元整），并向买方返还各卖方已经收取的全部对价以及买方已经承担的全部指定成本。为避免疑义，当按第 10.1(d)条或者第 10.1(e)条终止本协议时，第 6 条仍应累加适用。

- (d) in case of termination of the Agreement pursuant to clause 10.1(d), the Sellers shall jointly and severally refund all of the Consideration the Sellers have received and all the Designated Costs the Purchaser has covered within three (3) Business Days of such termination.

当按第 10.1(d)条终止本协议时，各卖方应以连带责任的方式在该等终止后的三（3）个工作日内向买方返还各卖方已经收取的全部对价以及买方已经承担的全部指定成本。

- (e) in case of termination of the Agreement pursuant to clause 10.2, the Purchaser shall pay to the Sellers by wire transfer (or other timely, mutually acceptable arrangement) to the USD account designated by the Sellers the liquidated damages in US\$ 2,000,000.00 (TWO MILLION US DOLLARS ONLY), the Sellers shall be entitled to retain all of the Consideration the Sells have received.

当按第 10.2 条终止本协议时，买方应在该等终止后的十（10）个工作日内通过电汇方式（或者其他及时的、双方共同接受的安排）以美元向各卖方指定的

美元账户支付违约赔偿金美元 200 万元（大写：贰佰万美元整），而且各卖方有权保留各卖方已经收取的全部对价。

- (f) if the Purchaser has already been registered with the Registration Authority as the owner of the Target Equity, the Sellers shall file and complete applications with the Registration Authority to get the Target Equity to be transferred back to the Sellers on an "as-is" basis and the Purchaser shall execute necessary documents required by the Registration Authority, provided that, in case of termination of the Agreement pursuant to clause 10.1, the Sellers have performed all of its obligations under clause 10.3(b), clause 10.3(c) and clause 10.3 (d).

如果买方已在登记机关注册登记为标的股权的所有权人，买方应向登记机关办妥把标的股权按原样重新转给各卖方的申请手续，并且买方应签署登记机关要求的必要文件，前提是，当按第 10.1 条终止本协议时，各卖方已经履行了第 10.3(b)条、第 10.3(c)条及第 10.3(d)条项下的所有义务。

- 10.4. The Parties shall, at its own costs and expenses, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the other Party may from time to time reasonably require for the purpose of giving full effect to this Agreement and the Transaction Documents, and in particular as the Purchaser may from time to time reasonably require in order to vest any of the Target Equity in the Purchaser or its assignee. If this Agreement doesn't come into effect, becomes invalid or unenforceable due to one Party's failure to perform the above mentioned obligation, such Party shall pay to the other Party by wire transfer (or other timely, mutually acceptable arrangement) to the USD account designated by the other Party a compensation in US\$ 2,000,000.00 (TWO MILLION US DOLLARS ONLY). For purpose of this clause 10.4, TEHI, TRHI and the Guarantor shall be deemed as one Party.

各方应签署和实施（或促使任何其他必要方签署和实施）另一方为使本协议及交易文件完全生效而不时合理要求的、特别是买方为使买方或其受让人获得任何标的股权的所有权而不时合理要求的所有契约、文件、行为和事项，并应自行承担相关费用和成本。如果由于一方未履行上述义务导致本协议未生效、无效或不可执行，该方应通过电汇方式（或者其他及时的、双方共同接受的安排）以美元向另一方指定的美元账户支付赔偿金美元 200 万元（大写：贰佰万美元整）。为本第 10.4 条之目的，TEHI、TRHI 和保证人视为一方。

## 11. FURTHER ASSURANCES OF THE SELLERS 各卖方的进一步保证

- 11.1. With regard to the Company, the Sellers shall:

就公司而言，各卖方应：

procure the convening of all meetings, the giving of all waivers and consents, the passing of all resolutions and the signing of all documents as reasonably requested by the Purchaser or as are required by the relevant competent authorities, applicable law or the constitutional documents of the Company to give effect to the

## Transaction Documents;

促使其根据买方的合理要求或相关主管机关、适用法律或公司的组织文件的要求，为使交易文件生效而召开所有必要的会议、做出所有必要的弃权 and 同意、通过所有必要的决议和签署所有必要的文件。

- 11.2. With regard to the mineral resources owned or controlled by anyone of the Sellers and located within Ethiopia (excluding the Da Tambuk Mine and Mato Bula Mine), the Sellers agree to grant the Purchaser a preemptive right of first offer to purchase such mineral resources under the same purchase price.

针对由任何卖方所有或者控制的、位于埃塞俄比亚境内的任何矿产资源（不包括 Da Tambuk 矿和 Mato Bula 矿），各卖方同意给予买方在同等收购价格下的优先购买权。

## 12. GUARANTOR'S GUARANTEE 保证人的保证

- 12.1. The Guarantor unconditionally and irrevocably: (i) undertakes to ensure that the Sellers will perform when due all its obligations under or pursuant to any of the Transaction Documents; and (ii) agrees to indemnify the Purchaser against all Losses sustained by it flowing from any breach of any kind by anyone of the Sellers under any of the Transaction Documents. **This guarantee will remain in full force and effect until all such amounts and obligations have been irrevocably paid and discharged in full.**

保证人无条件、不可撤销地：(i) 承诺确保各卖方将履行其在任何交易文件项下或与任何交易文件有关的到期应履行的义务；以及(ii) 同意向买方补偿因任何交易文件项下的任何性质的任何卖方违约而遭受到的所有损失。本保证将在该等损失和义务均已全部不可撤销地清偿或履行完毕之前，始终完全有效。

- 12.2. The Guarantor's obligations under clause 12.1 shall not be affected by any matter which, but for this provision, might operate to affect or prejudice those obligations, including:

保证人在第 12.1 条项下的义务，不受倘若不存在本条规定的话可能会对该等义务造成影响或减损的任何事项或事物的影响，包括不受下述事项的影响：

- (a) any time or indulgence granted to, or composition with, anyone of the Sellers or any other person; or

给予任何卖方或任何其他人任何时间宽限或宽容或与其达成任何债务和解；或

- (b) any amendment of any of the Transaction Documents; or

任何交易文件的任何修订；或

- (c) the taking, variation, renewal or release of, or refusal or neglect to perfect or enforce, any right, remedy or security against anyone of the Sellers or any other person; or

设立、变更、续展或解除针对任何卖方或任何其他人的任何权利、补救或担保或拒绝或疏于完善或执行任何该等权利、补救或担保；或

- (d) any legal limitation, disability or other circumstance relating to anyone of the Sellers or any unenforceability or invalidity of any obligation of anyone of the

Sellers under any of the Transaction Documents.

与任何卖方相关的任何法律限制、无行为能力或其他情况，或任何卖方在任何交易文件项下任何义务的不可执行或无效。

- 12.3. Guarantor represents and warrants to the Purchaser that, except as disclosed in the Disclosure Letter: (i) it has the power to execute and deliver this Agreement and to perform its obligations under it; (ii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with their terms; and (iii) the execution and delivery by the Guarantor of this Agreement and the performance of its obligations under it do not and will not violate or conflict with or constitute a default under any law, rule or regulation applicable to it, any order or judgment of any court or other agency or government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

保证人向买方声明和保证（《披露函》中另有披露除外）：(i)其有权签署和交付本协议并履行其在本协议项下的义务；(ii)本协议构成对其有约束力并可根据其条款强制执行的合法有效义务；(iii)其签署和交付本协议及履行其在本协议项下的义务没有也不会违反或抵触任何适用于保证人的法律、条例或法规，任何对保证人或保证人资产有管辖权的法院或其他机关或政府的任何命令或判决或对保证人或保证人任何资产有约束力或有影响的任何合同性限制，没有也不会构成该等法律、条例、法规、规定、命令、判决或限制项下的违约。

- 12.4. With regard to the mineral resources owned or controlled by the Guarantor and located with Ethiopia (excluding the Da Tambuk Mine and Mato Bula Mine), the Guarantor agrees to grant the Purchaser a preemptive right of first offer to purchase such mineral resources under the same purchase price.

针对由保证人所有或者控制的、位于埃塞俄比亚境内的任何矿产资源（不包括 Da Tambuk 矿和 Mato Bula 矿），保证人同意给予买方在同等收购价格下的优先购买权。

### 13. NOTICES 通知

- 13.1. Subject to clauses 13.4 and 13.5, any notice or other communication to be given under this Agreement shall be given in writing in English and may be delivered in person or sent by prepaid recorded delivery post to the address or relevant Party as follows:

受限于第 13.4 条和第 13.5 条的规定，本协议项下应做出的任何通知或其他通讯应以英文发出，可通过派专人交付或邮资预付挂号信的方式按下述地址或相关方按本条通知其他各方的其他地址发送至相关方：

(a) To all of the Sellers at:

Address: PO 11108, Suite 1100 –  
595 Howe Street, Vancouver,  
Canada, V6C 2T5

Attention: C/O East Africa Metals

(b) To the Purchaser at:

Address : 6th floor Yousedizhi  
Building, Dayangfang Road,  
Chaoyang District, Beijing, China

Attention: Wenzheng Xie

Inc.; Andrew Lee Smith

(c) To the Guarantor:

Address: PO 11108, Suite 1100  
– 595 Howe Street, Vancouver,  
Canada, V6C 2T5

Attention: East Africa Metals Inc.;  
Andrew Lee Smith

(a) 致全体卖方:

地址: PO 11108, Suite 1100 –  
595 Howe Street, Vancouver,  
Canada, V6C 2T5

收件人: C/O East Africa Metals  
Inc.; Andrew Lee Smith

(b) 致买方:

地址: 北京市朝阳区大羊坊路有色  
地质大厦六层

收件人: 谢文政

(c) 致保证人:

地址: PO 11108, Suite 1100 –  
595 Howe Street, Vancouver,  
Canada, V6C 2T5

收件人: East Africa Metals Inc.;  
Andrew Lee Smith

13.2. Any notice or document shall be deemed to be given:

任何通知或文件的送达时间应当按下述方式确定:

(a) if delivered in person, at the time of delivery; or

专人交付的, 送达时间为交付之时; 或

(b) if sent by prepaid recorded delivery post, at 10.00 a.m. on the second (2<sup>nd</sup>)  
Business Day after it was put into the post.

如通过邮资预付挂号信邮寄方式发送的, 在投寄后第二 (2) 个工作日上午十  
(10) 点视作送达。

13.3. In proving service of a notice or document it shall be sufficient to prove that delivery  
was made or that the envelope containing the notice or communication was  
properly addressed and posted.

为证明通知或文件送达, 仅须证明交付发生或含有通知或通讯的信封上地址书写正确  
且予以投寄即可。

13.4. Any notice or other communication to be given under clause 5 (if any) shall be given

in writing in English and shall be delivered by email to the Sellers or the Purchaser as follows:

第 5 条项下应做出的任何通知或其他通讯（如有）应用英文以书面形式书就，应通过电邮方式按下述电邮地址或按本条通知其他各方的其他电邮地址发送给各卖方、买方：

(a) to the Purchaser at:

Email address: [REDACTED]

Attention: Wenzheng Xie

(b) to all of the Sellers at:

Email address: [REDACTED]

Attention: Andrew Lee Smith

(a) 致买方：

电邮地址： [REDACTED]

收件人：谢文政

(b) 致全体卖方：

电邮地址 [REDACTED]

收件人：Andrew Lee Smith

13.5. Each Party agrees that the provisions of clause 13 shall not apply to the service of any writ, summons, order, judgment or other document relating to or in connection with any legal proceedings.

每一方同意，第 13 条不适用于任何法律程序所涉及的任何传票、命令、判决或其他文件的送达。

#### 14. PAYMENT 付款

14.1. Unless otherwise expressly stated (or as otherwise agreed in the case of a given payment), each payment to be made to anyone of the Sellers or the Purchaser under this Agreement shall be made by transfer of the relevant amount into the relevant account on the date the payment is due for value on that date and in immediately available funds.

除非另有明文约定（或对指定款项另有约定），本协议项下应向任何卖方或买方支付的每笔款项应在到期应付日以当日入账的转账方式、以可即时提取的资金汇付至相关账户。

14.2. If a Party defaults in making any payment when due of any sum payable under this Agreement, without prejudice to any other remedies available to the other Party

entitled to receive such payment, the breaching Party shall pay interest on that sum from (and including) the date on which payment is due until (but excluding) the date of actual payment (after as well as before judgment) at the base lending interest rate of a one (1) year term loan published by the People's Bank of China from time to time plus one percent (1%) per annum on that sum, which interest shall accrue from day to day and be compounded monthly.

如果一方在本协议项下任何一笔应付款的到期应付日未支付该笔款项，该方应支付该笔款项的利息，利息按中国人民银行不时公布的一（1）年期贷款基准利率上浮百分之一（1%）的年利率按日计息且按月计收复利，计息期自该笔款项的应付日起（含该日）至实际支付日（不论该实际支付日是在判决前还是在判决后）止（不含该日），而且有权收取该笔款项的另一方可获得的其他救济不受此影响。

## 15. COSTS AND TAXES 费用和税项

- 15.1. Save as otherwise provided in this Agreement, or as otherwise specifically agreed in writing by the Parties after the date hereof, each Party shall pay the costs and expenses incurred by it and/or all the relevant applicable Taxes imposed on it by applicable laws in connection with the entry into, implementation and performance of this Agreement.

除非本协议另有规定、或者各方在本协议签署日后另有明文书面约定，每一方应承担自身因签署、执行和履行本协议而产生的费用和开支、以及相关法律对此征收的所有相关税项。

## 16. GENERAL 一般规定

- 16.1. This Agreement becomes effective and legally binding on the date this Agreement has been signed by the Parties.

本协议自各方签署本协议之日起生效并发生法律效力。

- 16.2. No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by each Party. If any governmental authorities require any changes to this Agreement, the Parties shall discuss in good faith to agree on the necessary and proper changes to be made provided that any changes must be consistent with the Parties' original commercial intentions in this Agreement to the extent possible.

对本协议任何规定做出的任何修订，仅经书面形式做出且经每一方签署后方可有效。如果任何政府机关要求对本协议进行任何修订，各方应当诚信协商以同意必要和合适的修订，前提是任何修订必须尽可能的与各方在本协议项下的初始商业意图相一致。

- 16.3. Each of the obligations, Warranties and undertakings set out in this Agreement (excluding any obligation which is fully performed at Closing) shall continue in force after Closing and shall not be affected by the waiver of any Condition or any notice given by the Purchaser in respect of any Condition.

本协议项下每项义务、保证和承诺（不包括在交割时已经完全履行的任何义务）在交割后继续有效，并且不受任何先决条件被豁免或买方发出关于任何先决条件的任何通知的影响。

16.4. The rights of each Party under this Agreement:

每一方在本协议项下的权利:

(a) may be exercised as often as necessary;

可按需重复行使;

(b) except as otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and

除非本协议另有明确规定, 可累积行使且不排除适用法律规定的权利及救济;  
及

(c) may be waived only in writing and specifically.

只能以书面形式予以放弃, 并且应指明放弃的具体权利。

Delay in exercising or non-exercise of any such right is not a waiver of that right.

迟延履行或未行使任何权利不构成对该权利的放弃。

16.5. Any representation or warranty made by the Sellers on the basis of its knowledge, information, belief or awareness, is made on the basis that the Sellers have, in order to establish that the representation or warranty is accurate and not misleading in any material aspects, made all reasonable inquiries of its officers, managers and employees who could reasonably be expected to have information relevant to matters to which the representation or warranty relates.

各卖方基于其所知、所信或了解的信息做出的陈述或保证均是各卖方为确信该陈述或保证在重大方面准确且无误导, 而对所有根据合理预期可能掌握有关该陈述或保证事项信息的各卖方高管、管理人员和员工进行合理询问调查以后所做出的陈述或保证。

16.6. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except that the Purchaser may at any time assign either this Agreement or any of its rights and/or obligations hereunder to any of its Affiliates, no Party may assign either this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.

本协议应对各方以及各方各自的承继人和获许受让人具有约束力, 并且本协议为各方以及各方各自的承继人和获许受让人的利益而制定。任何一方未事先取得其他各方的书面同意, 不得转让本协议或其在在本协议项下的任何权利和/或义务, 但买方可在任何时候向其关联方转让本协议或买方在本协议项下的任何权利或义务。

16.7. The Transaction Documents contain the whole agreement between the Parties relating to the Transaction and supersede all previous agreements between the Parties relating to the Transaction. Each Party acknowledges that, in agreeing to enter into the Transaction Documents, it has not relied on any representation, warranty or other assurances (except those set out in the Transaction Documents) made by or on behalf of any other Parties before the entering into of the Transaction Documents.

交易文件包含各方之间就交易达成的全部约定, 并取代各方之间就交易达成的所有先前约定(不论是口头约定还是书面约定)。每一方确认, 其在同意订立交易文件时, 未依赖任何其他各方或其他各方代表在订立交易文件前做出的任何陈述或保证(交易

文件中列明的除外)。

- 16.8. Each provision and each clause of this Agreement shall be enforceable independently of each other and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

本协议各项条款中的约定均可相互独立执行，且各项条款的效力不受任何其他条款的无效性的影响。如果任何该等条款无效，但在删除其部分内容后会变为有效，则应对该条款做必要的修改以使其有效。

- 16.9. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any Party the agent of any other Parties for any purpose.

本协议不得视作致使各方存在合伙关系，也不致使任何一方在任何方面成为任何其他各方的代理人。

- 16.10. This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

本协议可签署若干份对签文本，所有对签文本共同构成同一协议，任何一方可通过签署对签文本的方式签署本协议。

- 16.11. Time is of the essence in the performance of the obligations under this Agreement.

对于本协议项下义务的履行而言，时间是关键因素。

## 17. Force Majeure 不可抗力

- 17.1. "Force Majeure" shall mean any event which is beyond the control of one Party claiming Force Majeure, and which is unforeseen, unavoidable or insurmountable, and which prevents total or partial performance by any of the Parties. **Such events shall include earthquakes, typhoons, flood, fire, inclement weather, pandemic diseases, government control or state of emergency, war, political unrest, etc.,** policy adjustments or inaction of the government which can not attributed to any of the Parties, embargo, inability to obtain necessary materials, equipment or facilities or other events recognized as "force majeure" in the laws, regulations and rules of Ethiopia.

“不可抗力”是指造成声称存在“不可抗力”的一方全部或部分无法履行本协议的，该方在签署本协议时无法预见的，无法避免和无法控制的任意客观情况，包括地震、台风、水灾、火灾、恶劣天气、大规模疾病流行、政府管制或紧急状态、战争、政治动乱等特别事件，不可归责于任何一方原因的政策调整或政府的不作为，禁运、无法获得必要的物资、设备或设施，或其他被埃塞俄比亚法律、法规或规章中认定为属于“不可抗力”的事件。

- 17.2. If an event of Force Majeure occurs and affects the performance of a Party's obligations under this Agreement, such performance shall be suspended during the period of delay caused by the Force Majeure, and this shall not constitute a breach of the Agreement.

如果发生不可抗力事件而且该事件影响了一方履行其在本协议项下的义务，在不可抗力导致的迟延期间内该方可暂停履行该义务，而且不构成对本协议的违反。

- 17.3. The Party claiming Force Majeure shall promptly inform the other Party in writing and shall furnish within fifteen (15) Business Days thereafter sufficient evidence of the occurrence and duration of such Force Majeure.

主张不可抗力的一方应以书面形式迅速通知另一方，并在此后十五（15）个工作日内提供有关发生不可抗力以及不可抗力的持续期间的充分证据。

- 17.4. In the event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimize the consequences of such Force Majeure. If the occurrence or consequences of Force Majeure results in a major impairment to the purpose of this Agreement for a period in excess of six (6) months and the Parties have not found an equitable solution after consultation in accordance with the principle of equity and mutual benefit, then either Party may terminate this Agreement.

如果发生不可抗力，各方应立即相互协商寻找公平的解决方案，并用所有合理的努力减轻不可抗力产生的后果。如果不可抗力的发生或其后果对本协议的目的产生超过6个月的重大损害，而且各方在按照公平互利原则进行协商后未能找到公平的解决方案，那么任何一方有权终止本协议。

## 18. GOVERNING LAWING AND DISPUTE RESOLUTION 管辖法及争议解决

- 18.1. This Agreement is governed by the laws of Ethiopia (excluding its conflicts of law rules).

本协议适用埃塞俄比亚法律（不包含其冲突法规则）。

### 18.2. Negotiation

协商

In the event of any dispute, claim proceeding or other matter among the Parties arising out of or relating to this Agreement (**Dispute**), representatives of the Parties shall, within Ten (10) Business Days of service of a written notice from any Party to the other Parties (a **Disputes Notice**), hold a meeting (a **Dispute Meeting**) in an effort to resolve the Dispute. Each Party shall use all reasonable endeavors to send a representative who has authority to settle the Dispute to attend the Dispute Meeting.

对于各方因本协议产生或与本协议相关的任何争议、索赔程序或其他事项（简称“争议”），各方代表应在任何一方向其他各方交付书面通知（简称“争议通知”）后十（10）个工作日内，举行会议（简称“争议会议”），以努力解决争议。每一方应尽一切合理努力派出一（1）名有权解决争议的代表出席争议会议。

### 18.3. Arbitration

仲裁

- (a) If any Dispute which is not resolved within thirty (30) Business Days after the service of a Disputes Notice, regardless of whether a Dispute Meeting is held or not, such Dispute may be referred by any Party to and finally resolved by arbitration

administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. If allowed by the Arbitration Rules, the arbitration proceedings shall allow Parties to attend by video conference or conference call.

如任何争议在争议通知送达后的三十（30）个工作日内未予以解决，不论是否举行过争议会议，任何一方均可将争议提交由香港国际仲裁中心管理的仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英文来进行。如果仲裁规则允许，仲裁程序应允许各方通过视频会议或者电话会议出席。

- (b) All proceedings in the arbitration shall be kept strictly confidential by the Parties and shall not, except with the written consent of the other Parties, be disclosed by one Party to any third party unless otherwise required by applicable law or stock exchange rules.

除非根据适用法律或者证券交易所的要求，各方应对仲裁的所有程序严格保密，任何一方未取得其他各方的书面同意，不得向任何第三方披露。

#### 18.4. Continued Performance

继续履约

During a period when a Dispute is being resolved, the Parties shall in all other aspects continue their implementation of this Agreement.

在争议解决期间，各方应在所有其他方面继续履行本协议。

#### 19. LANGUAGE 语言

- 19.1. This Agreement has been executed in both English and Chinese, and in case of any discrepancy between the two language versions, the English language version shall prevail.

本协议应以英文和中文书就，如两种语言文本有不一致的，应以英文文本为准。

- 19.2. This Agreement shall be executed in eight (8) originals. Each Party to this Agreement shall keep two (2) originals.

本协议原件捌（8）份。本协议每一方各自持有原件贰（2）份。

*[Signature page follows.]*

[后附签字页]

**IN WITNESS WHEREOF** the Parties have caused their duly authorized representatives to execute this Agreement as at the first date written above.

本协议已由各方促成其各自正式授权代表于文首载明的日期签署，以昭信守。

Tigray Ethiopia Holdings Inc.

提格雷埃塞俄比亚控股公司

BY 签字: (signed) "Andrew Lee Smith"

Name 姓名: Andrew Lee Smith

Title 职务: Authorised Representative 授权代表

[Signature Page to Share Purchase Agreement]

[股权买卖协议签字页]

**IN WITNESS WHEREOF** the Parties have caused their duly authorized representatives to execute this Agreement as at the first date written above.

本协议已由各方促成其各自正式授权代表于文首载明的日期签署，以昭信守。

Tigray Resources Holdings Inc.

提格雷资源控股公司

BY 签字: (signed) "Andrew Lee Smith"

Name 姓名: Andrew Lee Smith

Title 职务: Authorised Representative 授权代表

[Signature Page to Share Purchase Agreement]

[股权买卖协议签字页]

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Silk Road Resources Investment Co., Limited.

丝路资源投资有限公司

BY 签字: \_\_\_\_\_ (signed) "Liangkun Liu"

Name 姓名: Liangkun Liu 刘良坤

Title 职务: Executive Director 执行董事

[Signature Page to Share Purchase Agreement]  
[股权买卖协议签字页]

**IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute this Agreement as at the first date written above.**

本协议已由各方促成其各自正式授权代表于文首载明的日期签署，以昭信守。

East Africa Metals Inc.

东非金属公司

BY 签字: \_\_\_\_\_ (signed) "Andrew Lee Smith"

Name 姓名: Andrew Lee Smith

Title 职务: Authorised Representative 授权代表

[Signature Page to Share Purchase Agreement]

[股权买卖协议签字页]

SCHEDULE 1 THE COMPANY

附件 1 公司

<p><i>Company name:</i> 公司名称:</p>	<p>Tigray Resources Incorporated Private Limited Company 提格雷资源私人有限公司</p>
<p><i>Type of corporate entity:</i> 法人实体类别:</p>	<p>Private Limited Company 私人有限公司</p>
<p><i>Registration Number:</i> 登记号码:</p>	<p>MT/AA/2/0011689/2004</p>
<p><i>Registration authority</i> 登记机关:</p>	<p>Ministry of Trade and Industry 贸易工业部</p>
<p><i>Registered Address:</i> 注册地址:</p>	<p>Addis Ababa, Kirkos Subcity, Woreda 08, House No. New</p>
<p><i>Date and place of incorporation:</i> 设立日期和地点:</p>	<p>October 02, 2012 of Addis Ababa 2012年10月02日; 亚的斯亚贝巴</p>
<p><i>Term</i> 期限:</p>	<p>Unlimited 无限期</p>
<p><i>Scope of business</i> 经营范围:</p>	<p>Mining and Quarrying; Wholesale and Retail Trade; Repair of Motor Vehicles, Motor Cycles and Personal and Household Goods; Hotels and Restaurants; Import&amp;Export; Construction 采矿和采石; 批发零售贸易; 汽车修理、电动车及个人家居用品; 酒店和餐厅; 进出口 建设</p>
<p><i>Registered capital:</i> 注册资本:</p>	<p>US\$100,000.00 美元 10 万元</p>

<b>Number of Issued Shares:</b> 已发行股份数	100 shares <sup>2</sup> 100 股
<b>Par Value of Each Share:</b> 每股票面价值:	US\$1,000.00 <sup>3</sup> 美元 1000 元

<sup>2</sup> To be adjusted if the EAM group payables are officially recognized as capital before this Agreement is signed.

<sup>3</sup> To be adjusted if the EAM group payables are officially recognized as capital before this Agreement is signed.

## SCHEDULE 2 PRE-COMPLETION COVENANTS 附件 2 交割前承诺

### 1. Conduct of business

开展业务

- 1.1. From the date of this Agreement and through and including the Closing Date, the Sellers shall procure that the Company shall operate the Business in the ordinary course of business and use its commercially reasonable best efforts to preserve intact its business organization, operations and relations with clients, customers, suppliers and others having business dealings with them. From the date hereof and for a period ending thirty (30) days following the Closing Date, the Sellers agree to make themselves available to the Company, the Purchaser and their respective employees and representatives as requested by the Purchaser and to take such actions as may be reasonably requested by the Purchaser, to assist with the Purchaser's transition as a majority shareholder of the Company, including but not limited to, the transitioning of customer, supplier and other third party relationships.

本协议签订日起直至交割日（含该日），各卖方应促成公司正常开展公司业务，并尽商业上合理的最大努力保持其业务组织、经营和同客户、顾客、供应商及其他业务往来对象关系的完整性。本协议签订日起至交割日之后的三十（30）天期限内，各卖方同意根据买方要求向公司、买方和其各自员工和代表提供协助，根据买方合理要求采取措施，以协助买方过渡为公司大股东，包括但不限于对客户、供应商和其他第三方关系进行移交。

- 1.2. From the date of this Agreement and through and including the Closing Date, the Sellers shall not take any action which would make any representation or warranty of the Sellers contained in this Agreement to be or become untrue, inaccurate or misleading or which would reasonably be likely to materially delay the Transaction.

本协议签订日起直至交割日（含该日），各卖方不得采取任何将导致本协议所载任何陈述或保证不真实、不准确或者存在误导的行为或任何根据合理预期可能严重推迟本交易的行为。

- 1.3. Without limiting the generality of the foregoing paragraphs, except as otherwise mutually agreed in writing among the Sellers and the Purchaser or as provided in the Transaction Documents, from date of this Agreement and through and including the Closing Date, the Sellers shall procure that the Company shall not:

在不限以上条款确立的总体原则的情况下，除非各卖方和买方另行书面同意或交易文件另有规定，本协议签订日起直至交割日（含该日），各卖方应促使公司不得：

- (a) make investment in fixed assets;

进行固定资产投资；

- (b) make any financial investment, whether in other enterprises, companies or partnership or whether in stocks, securities, bonds, financial products or trust products;

进行任何财务投资（无论是对企业、公司或合伙进行投资，也无论是投资股票、证券、债券、融资产品或信托产品）；

- (c) enter into any employment contract or consultancy agreement (except for good cause);

签订任何劳动合同或咨询协议（正当理由除外）；

- (d) enter into any unusual or abnormal contracts or commitments;

签订任何特殊或非常规合约或做出任何特殊或非常规承诺；

- (e) enter into any contract or agreement with respect to the acquisition of assets (real, personal or mixed, tangible or intangible, including capital stock or other equity interests in, or evidences of the indebtedness of, any other corporation, partnership or entity);

签订任何资产收购合约或协议（资产指土地资产、非土地或混合性资产、有形或无形资产，包括任何其他公司、合伙或实体中的股本或其他股权或负债证明）；

- (f) sell, assign, license, transfer, dispose of or Encumber any of its assets, except in the ordinary course of business;

在正常业务外出售、转移、许可、转让、处分其任何资产或对其设定权利负担；

- (g) declare or pay any dividends or make any other distributions (whether in cash, stock or property or any combination thereof), directly or indirectly;

宣告或支付任何股息或进行其他派发（无论现金、股票或财产或其任何组合）；

- (h) borrow any money or make any payments out of or drawings on its bank accounts (except in the ordinary course of business or for routine payments or drawings);

借入任何钱款或从其银行账户支付或提取任何款项（除非在正常业务过程中发生或者日常付款或提款除外）；

- (i) permit any of its insurances to lapse or do anything which would make any policy of insurance void or voidable;

允许其任何保险过期或采取导致任何保单失效的任何行动；

- (j) increase or reduce the registered capital, except as otherwise mutually agreed in writing between the Sellers and the Purchaser or as provided in the Transaction Documents;

增加或减少注册资本，除非各卖方和买方另行书面同意或交易文件另有规定；

- (k) pass any shareholder or board resolution, except as required to fulfill this Agreement; or

通过任何股东或董事会决议，但为履行本协议所需除外；或

- (l) agree, conditionally or otherwise, to do any of the foregoing; or

同意采取上述任何行动（以附条件的方式或以其他方式）。

## 2. Access to information and personnel

知情权和人员接触权

- 2.1. From the date of this Agreement to the Closing Date, the Purchaser and its representatives shall, upon reasonable notice, be allowed access to the books, records, personnel and facilities of the Company, provided that such contact shall not harm the interests of the Company nor shall it affect the ordinary course of

business of the Company.

本协议签订日起直至交割日，买方及其代表在给予合理通知后应可查阅公司的账簿、记录，访问公司的人员和设施，前提是这些查阅和访问不得损害公司的利益，也不得影响公司业务的正常开展。

- 2.2. From the date of this Agreement to the Closing Date, the Sellers shall provide such information regarding the Business, the Sellers and the Company as the Purchaser may require.

本协议签订日起直至交割日，各卖方应按买方要求提供关于公司业务、各卖方和公司的信息。

### SCHEDULE 3 WARRANTIES

### 附件 3 保证

1. Valid obligations, no default and authorization

有效义务，无违约，授权

1.1. This Agreement constitutes, and each of the other Transaction Documents to which anyone of the Sellers is or will be a party will, when executed, constitute legal, valid and binding obligations of it in accordance with its terms.

本协议根据其相应条款构成任何卖方的合法、有效并有约束力的义务。任何卖方签订的或将签订的其他各交易文件经签署后根据其条款构成其合法、有效并有约束力的义务。

1.2. The execution and the delivery by the Sellers of this Agreement and of each of the other Transaction Documents to which anyone of the Sellers is or will be a party and the performance of the obligations of it under the Transaction Documents do not and will not:

各卖方签署和交付本协议以及其签订的或将签订的其他各交易文件和履行其在本协议和前述各交易文件项下的义务没有也不会：

(a) conflict with or constitute a default under any provision of:

与下列文件中的任何规定发生冲突或构成对任何该等规定的违约：

i. any agreement or instrument to which it is a party; or

其签订的任何协议或文书；或

ii. any law, lien, lease, order, judgment, award, injunction, decree, ordinance or regulation or any other restriction of any kind or character by which it is bound; or

对其有约束力的任何法律、留置、租赁、命令、判决、裁决、禁令、法令、条例或法规或任何种类或性质的其他限制；或

(b) relieve any other party to a contract with the Company of its obligations or enable that party to vary or terminate its rights or obligations under that contract; or

解除与公司签订合同的任何其他方的义务或使该方可以改变或终止其在该合同项下的权利或义务；或

(c) relieve any other party to a contract with anyone of the Sellers in relation to the Business of its obligations under such contract or enable that party to vary or terminate its rights or obligations under such contract.

解除就公司业务而言，与任何卖方签订合同的任何其他方的义务或使该方可以改变或终止其在该合同下的权利或义务。

2.3. All authorizations from, and notices or filings with, any governmental or other authority that are necessary to enable the Sellers to execute and perform its obligations under this Agreement and each of the other Transaction Documents to which the anyone of the Sellers is or will be a party have been obtained or made (as the case may be) and are in full force and effect and all conditions of each such authorization have been complied with.

各卖方签署本协议以及其各自签订的或将签订的其他各交易文件和履行其在本协议和前述各交易文件项下的义务所需的任何政府机关或其他机关的所有必要授权或通知或备案均已取得或办理（以适用者为准）并且具备完全效力，并且该等授权的所有条件均已得到遵守。

### 3. Organization

组织

- 3.1. The Company is duly organized, validly existing and in good standing under the laws of Ethiopia and has all requisite power and authority to own and operate the Business.

公司根据埃塞俄比亚法律正式组建、有效存续、正常营业且持有拥有和经营公司业务所需的全部权力和权限。

- 3.2. The particulars relating to the Company set out in Schedule 1 are true and correct.

附件 1 所列公司相关详情均正确无误。

### 4. Capitalization

股本

- 4.1. The Target Equity constitutes seventy percent (70%) of the aggregate equity interest of the Company.

标的股权构成公司全部股权的百分之七十（70%）。

- 4.2. There is no outstanding loan borrowed by the Company from any person nor is there any outstanding loan provided by the Company to any person. The Parties agree that, if on the Closing Date, there is any outstanding loan owed by anyone of the Sellers or any of such Seller's Affiliates to the Company, the Purchaser shall be entitled to deduct an amount equal to such loan from any payments payable by the Company to such Seller or such Seller's Affiliates and to pay such amount to the Company on behalf of such Seller to repay such loan.

公司无向任何人借入的未偿还贷款，也无向任何人提供的任何未偿还贷款。各方同意，如在交割日任何卖方或任何卖方的任何关联方欠付公司任何贷款，则买方有权从公司应向该卖方或该卖方任何关联方支付的任何款项中扣除上述贷款的等值金额并代该卖方向公司支付该金额以偿还上述贷款。

- 4.3. No dividends or other distribution of profits and assets has been or has been agreed to be declared, made or paid by the Company since its establishment.

公司设立以来没有宣告、做出或支付（或同意宣告、做出或支付）任何股息或其他利润或资产分配。

### 5. Capacity and consequences of sale

进行出售的行为能力和后果

- 5.1. There are no Encumbrances over the Target Equity. The Sellers are entitled to transfer the full legal and beneficial ownership in the Target Equity to the Purchaser on the terms set out in this Agreement. At Closing, the Purchaser will be the owner of the Target Equity, free and clear of any and all Encumbrances.

标的股权无权利负担。各卖方有权按照本协议所列条款将标的股权的全部法定和实益

所有权转让给买方。一经交割买方即成为不附带任何权利负担的标的股权的所有权人。

## 6. Documents relating to the Business and the Company

与公司业务和公司有关的文件

### 6.1. All books, ledgers and other financial records of the Business:

公司业务的所有账簿、分类账和其他财务记录:

- (a) have been properly maintained in all material aspects and contain accurate records of all matters required to be entered in them by the applicable laws and regulations; and

已在所有重要方面进行妥善保存且载有根据适用法律法规应予记载的所有事项的准确记录; 且

- (b) give a true and fair view in all material aspects of the matters which ought to appear in them.

在所有重要方面真实、公允反映了应在其中记载的事项。

### 6.2. A complete and accurate list of all the Company's bank accounts and the authorized signatories have been disclosed to the Purchaser.

公司所有银行账户和授权签字人的完整、准确清单已披露给买方。

## 7. Licenses and compliance with laws

证照和法律合规

### 7.1. The Company and the Sellers, in respect of the Business, have obtained all material licenses, permissions, authorisations and consents necessary to carry on the Business. Neither the Company nor anyone of the Sellers, in respect of the Business, is in default under any such material licenses, permissions, authorisations and consents.

就公司业务而言, 公司和各卖方已经取得开展公司业务所需的所有重要证照、授权和许可。就公司业务而言, 公司或任何卖方均不存在对上述重要证照、授权和许可的任何违反。

### 7.2. Neither the Company nor anyone of the Sellers has received any written notice from any governmental or regulatory body that it is in violation of any statute, regulation, order, decree or judgment of any court or governmental agency of the jurisdiction in which it is incorporated that relates to the Business (including applicable laws regarding health and safety protection), where such violation has or would be likely to have a Material Adverse Change.

公司或任何卖方均未收到任何政府或监管机构的书面通知告知其违反了其注册所在地任何法院或政府机构关于公司业务的任何法规、规定、命令、法令或判决(包括有关健康和安全的适用法律)且该违反造成或可能造成重大不利变动。

### 7.3. The Business is not subject to any litigation, arbitration or alternative dispute resolution proceedings (including any litigation, arbitration or alternative dispute resolution proceedings relating to health and safety protection), and there are no circumstances which are likely to give rise to any such litigation, arbitration or alternative dispute resolution proceedings.

公司业务不是任何诉讼、仲裁或替代争议解决程序（包括关于健康和安全的任何诉讼、仲裁或替代争议解决程序）的对象，也无任何情况可能导致发生上述诉讼、仲裁或替代争议解决程序。

## 8. Accounts and information provided for the calculation of the Consideration

为计算对价而提供的账目和信息

- 8.1. All Financial accounts of the Company (i) have been prepared in conformity with the generally accepted accounting principles of Ethiopian Accounting Standards; (ii) show a true and fair view of the financial position and results of operations of the Company as of their respective dates and for the respective periods covered thereby; and (iii) comply in all respects with the requirements of applicable laws.

公司的所有财务账目 (i) 均按埃塞俄比亚会计标准的通用会计标准编制；(ii) 真实、公允地反映了公司截至相应编制日期、对应相应涵盖期限的财务状况和经营业绩；(iii) 全面遵守了适用法律的要求。

- 8.2. All financial accounts and other financial information provided by the Sellers to the Purchaser or the Purchaser's Advisors, is true, accurate and not misleading.

各卖方向买方或买方顾问提供的所有财务账目和其他财务资料，均真实、准确且无误导。

## 9. Government grants

政府拨款

- 9.1. The Business is not subject to any arrangement for repayment of any grant, subsidy or financial assistance from any government authorities.

无需就公司业务向任何政府机构归还任何拨款、补贴或财务援助。

## 10. Liability and Insolvency

责任及资不抵债

- 10.1. The Company does not have any outstanding Liabilities.

公司不存在任何未清偿的责任。

- 10.2. No administrator, receiver or administrative receiver has been appointed in respect of the whole or any part of the Business.

全部或任何部分的公司业务未被委派管理人、接收人或管理接收人。

- 10.3. No order has been made and no resolution has been passed for the winding up of the Company.

未曾发出对公司进行清算的命令，也未曾通过对公司进行清算的决议。

- 10.4. Neither anyone of Sellers nor the Company is unable to pay its debts as they fall due and neither the Sellers nor the Company has stopped paying its debts as they fall due.

任何卖方或公司均未发生无力偿还到期债务的情形，也未停止偿还其到期债务。

## 11. Business

公司业务

- 11.1. The Company has not been a party to a transaction, under the laws of any relevant jurisdiction, (i) pursuant to or as a result of which any of the assets of the Company, or any part thereof, shall be transferred to a third party, (ii) which gives or may give rise to a right of compensation or other payment in favor of a third party against the Company, or (iii) which prevents or may prevent the Company from continuing to operate the Business in materially the same way as it was operated immediately before the date of this Agreement and the Closing.

根据相关司法管辖区域法律的规定，公司未参与任何下述交易：(i)根据该交易或作为该交易的结果，公司的任何资产或其任何部分应当被转让或再转让给他人，(ii)该交易导致或可能导致第三方有权要求公司支付补偿或其他款项，或(iii)该交易妨碍或可能妨碍公司继续按与临本协议签署之前和临交割之前公司业务的运营方式实质相同的方式运营公司业务。

## 12. Intellectual Property Rights

### 知识产权

- 12.1. The Company shall own and retain title and ownership rights and interests in any and all intellectual property rights (including but not limited to trademark, domain name, trade secret and technical secret) used by the Company for operation of the Business.

公司为开展公司业务使用的一切知识产权资产(包括但不限于商标、域名、商业秘密和技术秘密)，其所有权均属于公司。

- 12.2. The Company has all the intellectual property rights necessary to carry out the Business, and such intellectual property rights are legal and valid.

公司拥有开展公司业务所需的所有知识产权资产，而且该等知识产权资产合法、有效。

## 13. Employees

### 员工

- 13.1. The Company has complied with all applicable laws relating to the employment of labor, including, provisions thereof relating to wages, overtime, hours, maximum work periods, social welfare, employment discrimination, equal opportunity, plant closure or mass layoff issues, affirmative action, leaves of absence, occupational health and safety, workers compensation and unemployment insurance, and collective bargaining. There is no labor strike, dispute or slowdown or claim pending or threatened against or affecting the Company. The Company is not a party to any collective bargaining agreement. None of the current or former independent contractors of the Company could be reclassified as an employee. The Company is not a party to or bound by any currently effective employment contract, deferred compensation agreement, bonus plan, incentive plan, profit sharing plan, retirement agreement, vacation, hospitalization, medical or other plan, policy, trust or arrangement or other employee compensation agreement, other than its standard employment contracts and employment policies and manual, of which true and complete copies of such documents have been fully disclosed to the Purchaser. The Company's standard employment contracts contain appropriate confidentiality provisions. The Sellers have provided the Purchaser with a list of each employee of the Company and their remuneration, including basic salary, bonus and other benefits.

公司已遵守所有适用的劳动法律，包括关于工资、加班、工作小时数、最长工作时间、社会保险、聘用歧视、机会平等、工厂停工、大规模裁员、平权措施、事假、职业健康和安全、工人薪酬、失业保险和集体谈判的法律法规。不存在尚未解决或威胁会发生的、针对公司或对公司产生影响的任何罢工、争议、怠工或索赔。公司未签署过任何集体谈判协议。公司目前或曾经聘请的任何独立承包商均不会再归为员工。除公司的标准劳动合同和劳动政策和手册之外（这些文件的真实、完整副本已向买方进行全面披露），公司没有签署或没有受约束于目前有效的劳动合同、延付补偿协议、奖金方案、激励方案、利润分享方案、退休协议、休假、疗养、医疗或其他方案、政策、信托或安排或其他员工补偿协议。公司标准劳动合同载有适当的保密条款。各卖方已向买方提供公司员工清单和各员工薪酬（包括基本工资、奖金和其他福利）。

#### 14. Taxation

##### 税务

- 14.1. All Taxation of any nature whatsoever for which the Sellers and its Affiliates in relation to the Business and/or the Company are liable and which has fallen due for payment has been duly paid.

各卖方及其关联方就公司业务和/或公司而言应当承担且已到期应缴的所有税项（无论任何性质）均已被妥当缴纳。

- 14.2. All notices, computations and returns which ought to have been submitted to a Taxation Authority by the Sellers and its Affiliates in relation to the Business or the Company have been properly and duly so submitted and all information, notices, computations and returns submitted to a Taxation Authority are true, accurate and complete in all material respects and are not the subject of any material dispute with a Taxation Authority.

应由各卖方及其关联方提交税务部门的涉及公司业务或公司的所有通知、结算结果和申报材料已经妥善、及时提交；提交税务部门的所有信息、通知、计算结果和申报材料在所有重要方面均真实、准确和完整，且不属于在税务部门有任何重大争议的对象。

- 14.3. The Sellers and its Affiliates in connection with the Business and/or the Company have not paid or become liable to pay any interest, penalty, surcharge or fine relating to Taxation.

各卖方及其关联方（就公司业务而言）和/或公司均未缴纳也不会有义务缴纳税务相关的任何利息、违约金、附加费或罚款。

- 14.4. The Sellers and its Affiliates in connection with the Business and/or the Company have not been subject to or is currently subject to any nonroutine investigation, audit or visit by any Taxation Authority.

各卖方及其关联方（就公司业务而言）和/或公司以前、现在均不是任何税务部门非日常调查、审计或访谈的对象。

#### 15. Anti-Corruption

##### 反腐败

- 15.1. The Sellers and the Company have been and are in strict compliance with the applicable laws and regulations relating to anti-bribery and anti-corruption.

各卖方和公司均一向严格遵守关于反贿赂、反腐败的适用法律法规。

- 15.2. Neither anyone of the Sellers or the Company has, (i) induced a person to enter into an agreement or arrangement with that party by means of an unlawful or immoral payment, contribution, gift or other inducement; (ii) offered or made an unlawful or immoral payment, contribution, gift or other inducement to a government official or employee; (iii) directly or indirectly made an unlawful contribution to a political activity; and (iv) engaged in any acts or transactions, in violation of or inconsistent with the applicable anti-bribery, antiterrorism, economic sanction or anti-money laundering laws and regulations.

任何卖方和公司均未：(i) 通过非法或有违道德的款项、献金、馈赠等激励方式劝诱他人订立协议或与该方达成安排；(ii) 向政府官员或员工许诺或做出非法或有违道德的款项、现金、馈赠或其他激励；(iii) 直接或间接为政治活动提供非法献金；(iv) 从事违反相关反贿赂、反恐怖、经济制裁或反洗钱法律法规的活动或交易。

## 16. Material Adverse Effect

### 重大不利变动

- 16.1. There shall not be anything which has or would be likely to have a Material Adverse Change.

不存在造成或有可能造成重大不利变动的事项。

1. **Affiliates** means in relation to any person or entity, any other person or entity that directly or (through one or more intermediaries) indirectly Controls, is Controlled by, or is under common Control with, such person or entity. For the purpose of this Agreement, the Company shall not be deemed as an Affiliate of anyone of the Sellers or the Purchaser and *vice versa*;

关联方就任何人或主体而言指直接或（通过一家或多家中间机构）间接控制该人或主体、受该人或主体控制或与该人或主体受共同控制的任何其他个人或主体。本协议中，公司不应被视为任何卖方或买方的关联方，反之亦然；

2. **Agreed Form** means, in relation to any document, the form of that document which has been confirmed by the signing parties thereto;

商定格式就任何文件而言，指该文件已由该文件的签约方确认的文本；

3. **Agreement** has the meaning given at the beginning of this Agreement;

本协议定义见本协议文首；

4. **JVA** has the meaning given in clause 3.1(f)(i);

合资协议定义见第 3.1(f)(i)条；

5. **Business** means the business of Exploration, Mining and sale of the resources of Da Tambuk Mine and Mato Bula Mine;

公司业务指勘探、开采和销售 Da Tambuk 矿和 Mato Bula 矿的资源业务；

6. **Business Day** means, in terms of any payment obligation, a day other than a Saturday or Sunday or Statutory holidays on which banks are normally open in the country or the area where the main business address of the obligator is, and in terms of any non-payment obligation, a day other than a Saturday or Sunday or statutory holidays on which banks are normally open in the country or the area where such obligation shall be performed.

工作日指，就任何支付义务而言，指在义务人的主营业务所在地的国家或地区的银行正常营业的任一日（星期六、星期日及法定假日除外），就任何非支付义务而言，指在该等义务履行地的国家或地区的银行正常营业的任一日（星期六、星期日及法定假日除外）；

7. **China or PRC** means the People's Republic of China, and for the purpose of this Agreement, excluding Hong Kong Special Administrative Region, the Macao Special Administrative Region and Taiwan;

中国指中华人民共和国，就本协议而言，不包含香港特别行政区、澳门特别行政区和台湾；

8. **Claim** has the meaning given in clause 9.1;

索赔定义见第 9.1 条；

9. **Closing** has the meaning given in clause 4.1;

交割定义见第 4.1 条；

10. **Closing Date** has the meaning given in clause 4.1;  
交割日定义见第 4.1 条;
11. **Company** has the meaning given at the beginning of this Agreement;  
公司定义见本协议文首;
12. **Conditions** means the conditions precedent to the sale and purchase of the Target Equity set out in clause 3.1;
13. 先决条件指第 3.1 条所列的标的股权买卖的先决条件;  
**Consideration** has the meaning given in clause 2.1;  
对价定义见第 2.1 条;
14. **Control** (including also the correlative meanings of the terms **Controlling, Controlled by and under common Control with**) means with respect to a person, the possession, direct or indirect, of the power to decide, either solely or jointly, material management and policy-making decisions of that person (in the case of certain material decisions with respect to a person, such decision-making power may be subject to approval of another person), whether through the ownership of voting securities, by contract or otherwise (including acting as the general partner of such person);  
控制（含相关词语控制、被.....控制、与.....受共同控制）就任何人而言，指单独或与他人共同通过拥有表决权的证券、通过合约或以其他方式（包括担任该人的普通合伙人）有权直接或间接对该人重大管理和决策做出决定（就涉及某人的重大决定而言，该决策权可能需另一人批准）；
15. **Da Tambuk Mine** means the mining areas in Adi Dairo, Ethiopia under the Da Tambuk Mining License, with its area and location being specified by the Da Tambuk Mining License (the map of Schedule 5 may be used as a reference).  
**Da Tambuk 矿**指位于埃塞俄比亚 Adi Dairo 的、**Da Tambuk 矿**采矿许可证项下的矿区，区域和位置由 **Da Tambuk 矿**采矿许可证规定（可参考附件 5 的地图）
16. **Da Tambuk Mining License** means a Large Scale Gold and Silver Mining License issued to the Company by the Ministry of Mines and Petroleum of Ethiopia with license number of MOMLSML\168\2017.  
**Da Tambuk 矿**采矿许可证指由埃塞俄比亚的矿山和石油部颁发给公司的大规模金银采矿许可证，许可编号为 MOMLSML\168\2017。
17. **Designated Costs** has the meaning of the same term given in the JVA;  
指定成本具有合资协议定义的同义词具有的含义；
18. **Disclosure Letter** means a letter named "Disclosure Letter", prepared by the Sellers and signed by the Parties before or on the date this Agreement signed, including disclosures regarding the Sellers' representations and warranties made in the Transaction Documents .  
**《披露函》**指一封由各卖方制作并由各方于本协议签署之日或之前签署的、名称为《披露》的函件，内容包括关于各卖方在交易文件中所做的陈述和保证的披露；
19. **Dispute** has the meaning given in clause 18.1;

争议定义见第 18.1 条；

20. **Dispute Meeting** has the meaning given in clause 18.1

争议会议定义见第 18.1 条；

21. **Dispute Notice** has the meaning given in clause 18.1;

争议通知定义见第 18.1 条；

22. **Encumber** means creating or allowing to exist or agreeing to create or agreeing to allow to exist any mortgage, charge (fixed or floating), pledge, lien, option, pre-emption right, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including retention arrangements and **Encumbrance** shall be construed accordingly;

设定权利负担指设定或允许存在或同意设定或同意允许存在任何抵押、押记（固定押记或浮动押记）、质押、留置、选择权、优先权、收购权、作为抵押的转让、为提供抵押而进行信托安排或任何其他类型的担保权益，包括扣留安排，名词权利负担作相应解释；

23. **Ethiopia** means the Federal Democratic Republic of Ethiopia;

埃塞俄比亚指埃塞俄比亚联邦民主共和国；

24. **Governmental Authority of Ethiopia** means any central or local governmental authorities, institutions or their respective subdivisions of Ethiopia or any other entity performing government functions on behalf of the aforementioned governmental departments, institutions or their respective subdivisions in accordance with the laws, regulations and rules, or any authorisation or order of the aforementioned governmental departments, institutions or their respective subdivisions, including legislative, judicial and administrative authorities;

埃塞俄比亚政府机构指埃塞俄比亚的任意中央或地方政府部门、机构或其组成部分或者根据法律、法规、规章或前述主体的授权或命令代为履行政府职能的其他主体，包括立法、司法及行政部门；

25. **Indemnified Persons** has the meaning given in clause 9.1;

受偿人定义见第 9.1 条；

26. **Liabilities** means, with respect to any person, all liabilities, duties and obligations of such person of every nature, kind and description, whether deriving from contract, law or otherwise, whether present or future, absolute or contingent, accrued or unaccrued, known or unknown, disputed or undisputed, liquidated or unliquidated, secured or unsecured and whether owed or incurred severally or jointly or as principal or surety or other howsoever and **Liability** means any one of them;

责任就任何人而言指该人各种类型、性质和名称的全部或任何债务、责任和义务，不论是因合约、法律或其他原因而产生，也不论是目前还是将来的，绝对还是或然的，已经发生还是尚未发生的，已知还是未知的，存在争议还是无争议的，已清偿还是尚未清偿的，有担保还是无担保的，也不论是单独、连带或作为委托人或担保人或以任何其他身份欠付或发生的；

27. **Long Stop Date** means August 9th, 2019;

最终截止日指 2019 年 8 月 9 日；

28. **Losses** means all direct and indirect losses, Liabilities, damages, fines, penalties, judgments, deficiencies, impositions, assessments, taxes, levies, duties, diminution in value (including diminution in the value of the Target Equity), costs (including legal and other professional costs and other costs of investigation and defense), charges, expenses, proceedings, claims and demands of every kind, nature and description (whether absolute, conditional, accrued or otherwise and whether or not involving a third-party claim), whenever arising or incurred;

损失指所有直接和间接损失、责任、损害赔偿、罚款、违约金、判决款、亏空、征费、税额、税款、征收款、关税、减值（含标的股权减值）、费用（含法律和其他专业费用以及其他调查和辩护费用）、收费、开支、程序、索赔和付款要求，不论其类型、性质和名称，也不论是绝对的、有条件的、已经发生或尚未发生的，不论是否涉及第三方索赔，且不论何时引起或发生的；

29. **Material Adverse Change** means any state of facts, change, event, effect, or occurrence that (when considered either independently or together with all other states of fact, changes, events, effects, or occurrences) is materially adverse to, or could reasonably be expected to have a material adverse effect on the Business or the financial condition, results of operations, properties, assets (tangible or intangible) or liabilities of the Company in relation to the Business;

重大不利变动指对公司业务或对公司的财务状况、经营业绩、财产、有形或无形资产或债务产生重大不利影响（或根据合理预期可能产生重大不利影响）的任何事实状况、变化、事项、效应或事件（不论是对其进行单独考虑还是将其与其他事实状况、变化、事项、效应或事件一同考虑）；

30. **Mato Bula Mine** means the mining areas in West Shire, Ethiopia under the Mato Bula Mining License, with its area and location being specified by the Mato Bula Mining License (the map of Schedule 6 may be used as a reference).

**Mato Bula 矿**指位于埃塞俄比亚 West Shire 的、**Mato Bula 采矿许可证**项下的矿区，区域和位置由 **Mato Bula 采矿许可证**规定（可参考附件 6 的地图）。

31. **Mato Bula Mining License** means a Large Scale Gold Copper and Silver Mining License issued to the Company by the Ministry of Mines and Petroleum of Ethiopia with license number of MOMLSML\166\2017.

**Mato Bula 矿采矿许可证**指由埃塞俄比亚的矿山和石油部颁发给公司的大规模金银采矿许可证，许可编号为 MOMLSML\166\2017。

32. **Party or Parties** has the meaning given at the beginning of this Agreement;

一方或各方定义见本协议文首；

33. **Project Report for Da Tambuk** means *the National Instrument 43-101 Technical Report and Preliminary Economic Assessment for the Da Tambuk Project, Adyabo Property, Tigray National Regional State, Ethiopia* issued by TETRA TECH INC. dated April 30, 2018 and related data.

**Da Tambuk 项目报告**指 TETRA TECH 公司于 2018 年 4 月 30 日出具的《埃塞俄比亚提格雷州 Adyabo 矿权区 Da Tambuk 项目 NI43-101 技术报告和初步经济评价》以及相关的资料。

34. **Project Report for Mato Bula** means *the National Instrument 43-101 Technical Report and Preliminary Economic Assessment for the Mato Bula Deposit, Adyabo Property, Tigray National Regional State, Ethiopia* issued by TETRA TECH INC. dated April 30, 2018 and related data.  
**Mato Bula 项目报告**指 TETRA TECH 公司于 2018 年 4 月 30 日出具的《埃塞俄比亚提格雷州 Adyabo 矿权区 Mato Bula 矿床 NI43-101 技术报告和初步经济评价》以及相关的资料。
35. **Purchaser** has the meaning given at the beginning of this Agreement;  
**买方**定义见本协议文首；
36. **Purchaser's Advisor** means the law firm and accounting firm engaged by the Purchaser to provide consulting services for the Transaction;  
**买方顾问**指买方聘请的为交易提供顾问服务的律师事务所及会计师事务所；
37. **Registration Authority** means the relevant Governmental Authority of Ethiopia that registers the transactions (as applicable);  
**登记机关**指对交易进行登记的相关埃塞俄比亚政府机构（以适用者为准）；
38. **Seller or Sellers** has the meaning given at the beginning of this Agreement;  
**卖方或各卖方**定义见本协议文首；
39. **Target Equity** has the meaning given at the beginning of this Agreement;  
**标的股权**定义见本协议文首；
40. **Tax or Taxes or Taxation** means all forms of taxation and statutory, governmental, national, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and of whatever jurisdiction (including social security, housing fund or similar contributions) and any penalty, fine, surcharge, interest, charges or costs relating thereto;  
**税项或税务**指所有形式的税务和法定、政府、中央、省、地方、政府或市政收费、关税、征费、缴款、征收款、代扣代缴项目或债务（含社保、住房公积金或类似缴款），不论在何处征收，也不论归于何司法管辖区，以及与之有关的任何违约金、罚款、附加费、利息、收费或费用；
41. **Taxation Authority** means any taxing or other authority competent to impose, administer or collect any Taxation;  
**税务部门**指任何税务部门或其他有权征收、施行或收取任何税项的部门；
42. **Transaction** means the transactions contemplated in the Agreement;  
**本交易**指本协议拟议的交易；
43. **Transaction Documents** has the meaning given in clause 3.1(f);  
**交易文件**定义见第 3.1(f)条；
44. **Warranties** means all representations listed in Schedule 3;  
**保证**指附件 3 所列全部声明；
45. **Warranty Claim** means a claim by the Purchaser, the basis of which is that a

Warranty is, or is alleged to be, untrue, inaccurate or misleading.

保证索赔指买方基于某项保证失实、失准或误导或据称失实、失准或误导而提起的索赔。

SCHEDULE 5 MAP OF DA TAMBUK MINE 附件 5 DA TAMBUK 矿地图



