



SECTION A INVESTOR TERMS AND CONDITIONS

These Investor terms and conditions (**Terms**) govern the engagement of MineMaker LLC, a New Jersey Limited Liability Company (**MineMaker**) by the Investor, (**Investor**) being any company or person who wishes to invest in a resources project in response to an Opportunity made by an Owner, each being a **party** and referred to together as the **parties**.

Background

- A. MineMaker has a network of Companies who are seeking Investment through Opportunities on the MineMaker Website.
- B. The Investor is seeking opportunities to make an Investment and wishes to review Opportunities.
- C. MineMaker will provide the Services, including access to the Website, in consideration for payment of the Fees.

The Investor agrees to appoint MineMaker in accordance with the terms and conditions set out in these Terms.

1 Definitions and Interpretation

- 1.1 In these Terms, unless the context requires otherwise:
- (a) **Commission** means the commission fee applied on the Investment Amount as further detailed in Section B.
 - (b) **Fees** means any fees payable to MineMaker in connection with the Services including the Subscription Fee and, in the event the Investor makes an Investment, and the Commission.
 - (c) **Investment** means an investment in an Owner, its affiliates, or a Project by or on behalf of an Investor through the purchase of a Project, the purchase of shares or securities, an earn-in arrangement, or the provision of a loan to the Owner or its affiliates, including by Debt Financing, Equity Investment, an Exit Sale, Export Credit Financing or an Carried Equity Stake (all as defined Section B) whether made in an existing project entity or another entity that the Project is transferred or related to, and whether carried out by a single investment or in tranches, and whether the Investor invests directly or through a separate entity (including an SPV).
 - (d) **Investment Amount** means the total gross amount of any Investment.
 - (e) **Investor** means any investor, lender, financier, client or purchaser identified by and known to MineMaker who has the potential and means to complete or procure an Investment.
 - (f) **MineMaker Contact** means the person nominated by MineMaker as primary contact for the purposes of these Terms including any Investment.
 - (g) **MineMaker Website** means www.minemaker.co or any other website used by MineMaker to host the MineMaker platform.
 - (h) **Opportunity** means a pitch posted by the Owner on the MineMaker Website relating to an Investment in a Project.
 - (i) **Owner** means a corporation, partnership, association, limited liability company, trust, estate or other entity or person which is an "Owner" on the MineMaker Website and **Owners** has a corresponding meaning.
 - (j) **Project** means the project or opportunity described in an Opportunity, which may include a special purpose vehicle and any related or successor entity continuing the project.
 - (k) **Services** means the services and assistance provided to the Investor by MineMaker as further detailed in Section B.
 - (l) **SPV** means any special purpose legal entity created for the acquisition or financing of a Project, or the setup of

a securitization or structured investment vehicle relating to a Project.

- (m) **Start Date** means the commencement date of these Terms as set out in the Services.
 - (n) **Subscription Fee** means the subscription fee for membership of the MineMaker Website payable in accordance with the [Website Terms of Use](#).
 - (o) **Terms** means these Investor Terms and Conditions comprising Sections A and B, and the documents and policies referred to in clause 2.4.
- 1.2 The words "including" and "include" mean "including but not limited to".
 - 1.3 No rule of contract applies merely because that party was responsible for the preparation of the Agreement.
 - 1.4 Words importing the singular include the plural (and vice versa).
 - 1.5 No term of these Terms is enforceable by any third parties.
 - 1.6 A reference to a person includes a natural person, or a corporate or unincorporated body or entity.
 - 1.7 No amendment or variation of the Terms shall be effective unless in writing and signed by both parties.

2 Formation of Agreement

- 2.1 The parties acknowledge and agree that:
- (a) MineMaker has clients and contacts, including the Companies, who are seeking Investments; and
 - (b) the Investor is seeking Opportunities and is engaging MineMaker to provide the Services to facilitate an Investment.
- 2.2 This Section, which forms an integral part of the Agreement, sets out the terms and conditions upon which MineMaker will provide the Services in consideration of the Fees.
- 2.3 These Terms constitute the whole agreement between us and supersede and extinguish any prior agreements, representations, and warranties of any nature relating to such subject matter.
- 2.4 By agreeing to these Terms, the Investor acknowledges that they have also read, understood and agreed to:
- (a) the [Registration Form](#) and the registration process on the MineMaker Website confirming they are legally entitled to make an Investment;
 - (b) [MineMaker's on-boarding process](#), including the [Investor Assessment Questionnaire](#), and agrees that MineMaker and the Owner will rely on responses given as part of the on-boarding process which form part of the terms on which MineMaker provides services to the Investor;
 - (c) the [Website Terms of Use](#) including the [MineMaker Privacy Policy](#);
 - (d) the risk warnings and disclaimers contained in Opportunities including any legal agreement (which may be with the Owner and not MineMaker).
- 2.5 In the event of a conflict between Sections A and B and any other documents forming part of these Terms, Sections A and B shall take priority to the extent of the conflict.
- 2.6 The Investor shall comply with all registration, identification and anti-money laundering requirements that MineMaker may require including in relation to the identification of Investors and the sources of funds being provided for Investments.

3 MineMaker Website

- 3.1 The Investor acknowledges and accepts that:
- (a) the MineMaker Website includes a platform to present Opportunities and which is intended as a service to put Companies in contact with Investors;
 - (b) MineMaker's investigation of the Companies and Opportunity content is limited as set out in the [Due Diligence Charter](#); and
 - (c) MineMaker makes no warranty or representation and assumes no liability in respect of any Owner, Opportunities or posts on the MineMaker Website.
- 3.2 The Investor acknowledges that MineMaker does not provide the Investor with any advice or recommendations in relation to Investments or Opportunities and that MineMaker makes no representation, warranty or undertaking relating to any claims made by Companies in an Opportunity or elsewhere.
- 3.3 The Investor must make their own assessment of the viability, accuracy and prospects of the Companies, their Opportunities, and any investment propositions and should consult their



professional advisers for assistance in making such an assessment.

4 MineMaker Obligations

- 4.1** MineMaker will provide the Services in accordance with and subject to these Terms.
- 4.2** The MineMaker Contact will be MineMaker's primary contact for the purposes of these Terms including any Investment.
- 4.3** The MineMaker Contact may be assisted by other personnel as MineMaker deems appropriate from time to time, which may include subconsultants.
- 4.4** MineMaker may introduce the Investor to Companies but shall not be obliged to do so or to continue discussions with an Investor.
- 4.5** Unless authorized in writing by the Investor, MineMaker shall not have authority to bind the Investor with an Owner and it shall be the Investor's responsibility to review, consider and enter into all agreements required to finalize an Investment.

5 Investor Obligations

- 5.1** The Investor warrants that it is a sophisticated investor, in good legal, commercial and financial standing and that there are no unusual circumstances (including material litigation, shareholder disputes, or insolvency proceedings) of which MineMaker has not been made aware.
- 5.2** In consideration of the Services, the Investor shall at all times:
 - (a) respect and comply with these Terms;
 - (b) ensure all Fees are paid to MineMaker including the Commission; and
 - (c) keep and maintain adequate records of any Investments and provide details to MineMaker promptly, upon request.
- 5.3** The Investor shall keep MineMaker informed of all issues relating to any Investment, and involve MineMaker in all meetings, discussions and correspondence with Companies, and promptly provide all related information and documentation to MineMaker upon request.
- 5.4** The Investor shall make financial records available upon request to MineMaker who may, subject to one (1) calendar day notice, access the Investor premises to inspect and copy records, accounts and information to verify compliance with these Terms.
- 5.5** The Investor shall put in place arrangements to ensure that the Fees are paid to MineMaker in accordance with these Terms, which shall include the Investor incorporating the terms of these Terms relating to Commission into any term sheet and definitive agreements relating to any Investment and, where applicable, the constitutional documents and stock market announcements of the Owner or the Investor.
- 5.6** The Investor acknowledges that MineMaker approves an Opportunity as a promotion but does not provide advice or any form of recommendation regarding the suitability or quality of an Investment. The Investor acknowledges that the approval of the Opportunity as a promotion by MineMaker, is not an indication of approval of the Opportunity generally, and the Investor shall take no inference from or make any reference to the same.

6 Fees

- 6.1** The Investor will pay MineMaker the Fees in accordance with these Terms.
- 6.2** Unless expressly provided otherwise in these Terms (i) all Fees, prices and consideration under these Terms are exclusive of tax, including GST, sales tax or any other value added tax and (ii) the Investor must pay all taxes, charges and fees arising or due in connection with the Services and the Fees including any ancillary charges or fees may be payable to third parties in connection with an Investment which are not associated with these Terms; and (iii) the Investor indemnifies MineMaker against any direct and indirect loss, liability, cost or expense resulting from the same.
- 6.3** In the event of a failure to make any payment under these Terms by the due date, and without limiting any other remedies available (in contract or law), MineMaker may (i) suspend the performance of all Services, (ii) take appropriate action to suspend or injunct an Investment and/or Project, and (iii) charge interest at eight (8) percentage points per month (or otherwise, the maximum amount allowable by applicable law) until payment is received in full.
- 6.4** MineMaker shall issue an invoice for the Fees and the Investor shall pay the Fees of any invoice issued by MineMaker and not

deduct or set-off any moneys otherwise due. If the Investor disputes any Fees indicated in an invoice, it shall notify the MineMaker Contact of its reasons for disputing the relevant Fees but nonetheless, make payment of the Fees. Within 14 days of a notice, MineMaker will respond to the Investor with either an acceptance, rejection of the dispute and either retain the disputed Fees or refund the Fees to the Investor as applicable. Either party may then refer the dispute to Section 16 for final resolution.

- 6.5** The Investor is responsible for all banking fees associated with payment of the Fees. The full amount invoiced should be the amount credited to MineMaker and any underpayment will be invoiced or collected as a debt.
- 6.6** The Fees are payable as a monetary amount to MineMaker. Nevertheless, MineMaker may, at its sole and exclusive discretion, elect to receive any of the Fees by alternative means proposed by the Investor including an interest in a Project.

7 Commission

- 7.1** In the event of an Investment, the Investor undertakes to pay MineMaker the Commission which is in consideration for the Services including introductions, efforts and proposals relating to an Investment which are attributable to or connected in any way to MineMaker and the MineMaker Website.
- 7.2** Within ten (10) calendar days of an Investment being secured (being the earlier of the signing of a binding term sheet or a definitive agreement), the Investor shall provide MineMaker with a written statement setting out the Amount and the Commission.
- 7.3** MineMaker shall issue an invoice for any Commission as soon as practicable. The invoiced amount shall become due and payable by the Investor within five (5) calendar days of the earlier of: (i) receipt of a sufficient proportion of the Amount; (ii) 12-months after securing the Investment; and (iii) a time period matching the period of the Investment as agreed to under the applicable agreement for the Investment.
- 7.4** Upon successfully securing an Investment, all future Investments by the Investor during a period of four (4) years afterwards in the Project (or subsequent projects of the Owner) shall be subject to the terms and conditions of these Terms.

8 Confidentiality

- 8.1** The Services and any documents and information provided by MineMaker and the Owner are confidential and strictly for use by the Investor only in relation to an Investment and must not be used, disclosed, or reproduced in any form without MineMaker's prior written consent.
- 8.2** The improper use, disclosure, reproduction, or distribution of confidential information may cause harm to MineMaker and the Investor will be responsible for any resulting loss or damages.
- 8.3** The duty of confidentiality is subject to legal exceptions which might require disclosures to legal or governmental authorities.
- 8.4** The Investor consents to MineMaker storing personal data and customer due diligence information electronically in accordance with the Privacy Policy

9 Termination

- 9.1** Subject to clause 9.2, the Investor may terminate these Terms by providing MineMaker with thirty (30) days' written notice.
- 9.2** If an Investor has been introduced to an Opportunity, Owner and/or Project by MineMaker and an Investment has not been finalized, the Investor may only terminate these Terms if they have (i) served written notice by email on MineMaker; and (ii), have withdrawn their interest in the Opportunity by sending a confirmation email to MineMaker and the relevant Owner, confirming their withdrawal from the prospective Investment. If an Investor has been introduced to an Owner, Opportunity and/or Project by MineMaker and an obligation for an Investment has become binding, the Investor cannot terminate these Terms.
- 9.3** MineMaker may terminate these Terms at any time in the event that:
 - (a) the Investor breaches these Terms; or
 - (b) MineMaker suspects that the Investor has been involved in any criminal or otherwise improper activities.
- 9.4** Despite any termination, the provisions relating to confidentiality, non-circumvention, and Commission will remain in full force and



effect for a period of five (5) years after termination.

10 Non-brokerage and Information

- 10.1 MineMaker does not provide any legal, financial or securities brokerage services whatsoever and MineMaker shall not be responsible for any acts or omissions of any Companies.
- 10.2 Before making an Investment, the Investor shall conduct its own due diligence (including KYC) on Companies and seek independent legal, tax and financial advice.
- 10.3 MineMaker does not guarantee that an Investment will be completed or that any Companies will accept an Investment.
- 10.4 The Investor acknowledges and agrees that the Opportunities may contain speculative information which carries a high degree of risk for Investors and that: (i) MineMaker makes no representations or warranties, expressed or implied, that statements, opinions, estimates, or forecasts provided are correct or will be achieved, or regarding the accuracy or completeness of information contained therein; (ii) past performance should not be construed as an indicator of future performance; (iii) any projections, targets or estimates should not be construed as indicative of the events which will occur; and (iv) investors acting on such information do so at their own risk.

11 Liability and Indemnity

- 11.1 MineMaker will not be liable under these Terms, in contract or tort, under statute, equity or otherwise, for any (i) consequential, incidental, indirect, punitive, economic, or special damages (including loss of profit, revenue, data or goodwill) arising out of or relating to these Terms; or (ii) aggregate damages in excess of any Fees paid for the Services that directly caused any loss, in connection with claims arising out of or relating to these Terms.
- 11.2 The limitations in this clause will not apply to losses or damages caused by any fraud or willful misconduct of MineMaker.
- 11.3 The Investor shall defend, indemnify, and hold MineMaker harmless from all claims, demands, loss, damage, liability, cost, expense and causes of action of every kind and character (including legal and other professional fees), arising out of or related to any misconduct, negligence, omission, fraud, misrepresentation, or breach of these Terms.
- 11.4 All claims under this clause shall be brought within one year of the event giving rise to the claim having occurred.
- 11.5 Each indemnity in these Terms is a continuing obligation, separate and independent from the other obligations of the parties and survives termination or expiration of these Terms.

12 Successors and Relationship

- 12.1 If the Investor constitutes a joint venture, consortium, or unincorporated grouping of two or more persons (i) they shall be jointly and severally liable to MineMaker including for the payment of any Commission; and (ii) MineMaker may proceed against any or all of them for the Investor's breach of these Terms.
- 12.2 These Terms shall bind and benefit the parties and their successors, assigns, transferees, and agents, and references to the Investor includes the Investor's successors, assigns, transferees and agents, and any affiliated persons and SPVs.
- 12.3 MineMaker is acting as an independent contractor and not as an employee of the Investor, and these Terms do not create any partnership or joint venture between the parties.

13 Publicity and Intellectual Property

- 13.1 MineMaker reserves the right to publicize its role and relationship with the Investor and any Investment, unless agreed otherwise in writing.
- 13.2 MineMaker retains ownership, copyright and all intellectual property rights in the MineMaker Website including Opportunities and, subject to any rights of an Owner, grants the Investor a non-exclusive license to use and copy Opportunity information for the purposes of considering and making an Investment only.
- 13.3 The Investor agrees that the identity and all other information concerning an Owner are the property of MineMaker and shall be treated as confidential information by the Investor.

14 Force Majeure

- 14.1 Neither party shall be in breach or liable for delay or failure to perform any of its obligations under these Terms, if such delay or

failure results from events beyond its reasonable control.

- 14.2 The affected party must use its best endeavors to remedy the effect of any force majeure event and comply with its obligations under these Terms.
- 14.3 No force majeure event howsoever occurring will excuse or exempt a party from making a payment under these Terms.

15 Non-Circumvention

- 15.1 The Investor shall at all times respect and comply with the provisions of these Terms and take all action to enforce and protect the rights of MineMaker and the payment of any Fees.
- 15.2 The Investor shall not, except in accordance with these Terms, directly or indirectly: (i) contact or solicit a business relationship with an Owner or other contact of MineMaker; (ii) circumvent or attempt to circumvent MineMaker in relation to any Owner, Opportunity, Investment or Fees; (iii) make, receive, or accept any income, profit or other benefit from an Owner; or (iv) avoid the observance or performance of any these Terms including by corporate restructure, amendment of bylaws, transfer of assets, merger, scheme of arrangement, dissolution, or circumvention.
- 15.3 The Investor acknowledges and agrees that a breach of this Section 15 can and will cause serious damage and prejudice to MineMaker. In addition to any rights and remedies available under these Terms or law, the Investor shall reimburse and indemnify MineMaker against all direct and indirect losses, liabilities, costs, and expenses suffered or incurred by MineMaker arising out of or in connection with any breach of this Section 15 including loss of Fees.
- 15.4 This non-circumvention provision shall continue in effect for thirty-six (36) months after expiry or termination of these Terms.

16 Law and Dispute Resolution

- 16.1 These Terms and any dispute or claim arising out of or in connection with them shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the conflict of laws principles thereof.
- 16.2 The Investor shall comply with all applicable anti-corruption laws, regulations and policies and shall assist MineMaker to comply with anti-corruption laws, policies and investigations.
- 16.3 In the event of a dispute arises under these Terms:
 - (a) either party may give the other a dispute notice with details;
 - (b) within ten (10) days after receiving a notice of dispute, a senior representative of each party with authority to agree a resolution, will confer in good faith to resolve the dispute; and
 - (c) if the dispute is not resolved within thirty (30) days of receipt of the notice service under Section 16.3(a) (or further period agreed by the parties), then either party may submit the dispute for final settlement at the Courts of the State of New York, County of New York. Each party irrevocably and unconditionally waives its rights to a trial by jury.
- 16.4 The award shall be final and binding on the parties and judgment may be entered in any court having jurisdiction over the parties, these Terms or the dispute.



SECTION B: SERVICES AND FEES

	Details
MineMaker Services	<p>MineMaker provides the MineMaker Website which includes a platform and services relating to the offering and arranging of an Investment by the Investor in the Owner.</p> <p>In consideration of the Investor undertaking to pay the Fees, MineMaker shall:</p> <ul style="list-style-type: none"> • present and give the Investor access to Opportunities, and facilitate introductions to Companies through the MineMaker Website; • liaise with the Companies to facilitate and endeavor to secure and finalize an Investment; and • facilitate discussions and the exchange of information between the Owner and Investor, including the signing of non-disclosure agreements, until an Investment has been completed in accordance with the Terms.
Fees	<p>The fees (ex-tax and disbursements) for the Services include the Subscription Fee (payable in accordance with the Website Terms of Use), and the Commission.</p> <p>The Commission is further described below:</p> <p>(a) Commission of 2.0% of an Investment Amount which shall include and apply on any:</p> <ul style="list-style-type: none"> (i) Debt Financing: comprised as a loan, debt or interest-bearing financing facility to the Investor or any Project. (ii) Exit Sale: the sale value of any shares, rights, interest or equity in a Project including the transfer of all of the then-outstanding equity securities or assets of a company to any non-affiliated person in a bona fide arms'-length transaction or series of related transactions (including by way of purchase agreement, tender offer, merger or other business combination transaction or otherwise). (iii) Equity Investment: the sum of any amount or assets invested in a Project (for which the Investor or its affiliates receives an ownership interest in the Project in the form of equity and/or stock). Convertible debt shall be considered equity. (iv) Carried Equity Stake: the sum of any compensation or participation in future equity returns of the Project, including any direct equity (including in a new entity acquiring the Project), structured stake giving economic returns without ownership, or any other method of providing compensation or participation (including by shares, rights, interest or equity). (v) Export Credit Financing: the sum contributed by government institutions, or private companies operating on behalf of government institutions, including by financial support, direct financing, guarantees, insurance or interest rate support and as direct credits to foreign buyers, refinancing or interest-rate support, or as export credits insurance or guarantee cover for credits provided by private financial institutions. <p>The Commission may be based on one or a combination of the above. If the debt and equity are not provided by separate Investors or the investment is funded without equity, then for purposes of computing the Fee, the equity portion of the Investment will be treated as the greater of the actual equity percentage or 30%.</p> <p>For any other funds, revenue, income, benefit, assets, grant, sale, commission or value which arises as a result of the MineMaker's introduction or efforts ("Benefit"), MineMaker shall be compensated by the Investor at a rate consistent with these Terms.</p>