



## SECTION A INVESTOR TERMS AND CONDITIONS

These Investor Terms and Conditions (**Terms**) govern the engagement of MineMaker LLC (**MineMaker**) by the Investor, (**Investor**) being any company or person who wishes to invest in a resources project in response to a Pitch made by an Owner, each being a **party** and referred to together as the **parties**.

### Background

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

The Investor agrees to engage and 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) **Amount** means the total gross amount of any Investment.
- (b) **Carried Equity Stake** means a 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).
- (c) **Consulting Fee** means a fee payable to MineMaker, which is (i) 4% of the amount of the Investment or (ii) in the event US SEC rules and regulations apply, a pre-agreed lump sum fee to be agreed between the Investor and MineMaker for consulting services to be provided by MineMaker in respect of the Project, the subject of the Investment.
- (d) **Consulting Services** means services to be provided by MineMaker in respect of a Project, following an Investment by an Investor in a Project.
- (e) **Debt Financing** means any loan, debt or, interest-bearing financing facility to the Investor or any Project.
- (f) **Equity Investment** means a sum of any amount or assets invested in a Project (for which the Investor receives an ownership interest in the Project in the form of equity and/or stock). Convertible debt shall be considered equity.
- (g) **Exit Sale** means exit or sale proceeds which includes 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).
- (h) **Export Credit Financing** means export credit financing which includes a 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.
- (i) **Fees** means any fees payable to MineMaker in connection with the Services including the Subscription Fee and the Consulting Fee.
- (j) **Investment** means an investment in an Owner or Project by or on behalf of an Investor including by way of cash, equity, loan, revenues, debt facility, or financial commitment and includes any Debt Financing, Equity Investment, an Exit Sale, Export Credit Financing or an Carried Equity Stake whether made by a single investment or in tranches, and whether the Investor invests directly or through a separate entity (including an SPV). Whichever investment selected, investment must include a transfer of ownership involving control of a privately held company and/or projects. For the avoidance of doubt,

any transaction materially similar in structure or purpose to an Investment as defined herein, or involving any affiliate, nominee, agent, or successor entity of an Owner or Investor, shall be deemed an Investment under these Terms.

- (k) **Controls** means the power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. There is a presumption of control if any person owns, controls, or holds with power to vote 25% or more of a class of voting securities of a company.
- (l) **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 or any of an Investor's affiliates, agents, successors, and nominees.
- (m) **MineMaker Contact** means the person nominated by MineMaker as primary contact for the purposes of these Terms including any Investment.
- (n) **MineMaker Privacy Policy** means the policy described as such on MineMaker Website.
- (o) **MineMaker Website** means [www.minemaker.co](http://www.minemaker.co) or any other website used by MineMaker to host or support the MineMaker platform;
- (p) **Owner** means a corporation, partnership, association, limited liability company, trust, estate or other entity or person which is an "Owner" on the MineMaker Website or any of its affiliates, agents, successors, and nominees;
- (q) **Pitch** means a pitch or opportunity posted by an Owner on the MineMaker Website, or otherwise shared or publicized by MineMaker, relating to an Investment in a Project.
- (r) **Project** means the project or opportunity described in a Pitch, which may include a special purpose vehicle and any related or successor entity continuing the project.
- (s) **Services** means the services and assistance provided to the Investor by MineMaker, including introducing the Investor to Owners.
- (t) **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.
- (u) **Subscription Fee** means the subscription fee for access and use of the MineMaker Website payable in accordance with the Website Terms of Use.
- (v) **Terms** means the Investor Terms and Conditions comprising Sections A and B, and the documents and policies referred to in clause 2.4.
- (w) **Website Terms of Use** means the website terms of use named as "Terms of Use" on the MineMaker Website.

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 MineMaker has clients and contacts who are able and interested in completing Investments.

2.2 The Investor is seeking Investments. This Section A, 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 process on the MineMaker Website confirming they are legally entitled to make an Investment;
- (b) MineMaker's on-boarding process, 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 on Pitches both before and after registration on MineMaker; and
  - (e) any legal agreement included in a Pitch (which may be with an Owner), including an advance subscription agreement or prospectus or information sheet/note that may be presented to Investors.
- 2.5 In the event of a conflict between Sections A and B and any other documents forming part of these Terms, or any Pitch, Sections A and B shall take priority to the extent of the conflict or inconsistency.
- 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 Pitches and which is intended as a service to put Owners in contact with Investors;
  - (b) MineMaker's investigation of the Owners and Pitch content is limited; and
  - (c) MineMaker makes no warranty or representation and assumes no liability in respect of any Owner, Pitches 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 Pitches and makes no representation, warranty or undertaking relating to any claims or representations made by Companies in a Pitch or elsewhere.
- 3.3 The Investor must make their own assessment of the viability, accuracy and prospects of the Companies, their Pitches, 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 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 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.
- 4.6 MineMaker shall not handle or take custody of funds or securities.
- 4.7 MineMaker shall not provide investment advice.

### **5 Investor Obligations**

- 5.1 The Investor warrants that it is 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, at all times the Investor shall:
- (a) respect and comply these Terms;
  - (b) act in good faith, transparently, and in cooperation with MineMaker;
  - (c) ensure all Fees are paid to MineMaker; and
  - (d) keep and maintain adequate records of any Investments and provide details to MineMaker immediately upon request; and
  - (e) engage MineMaker to perform Consulting Services following an Investment.
- 5.3 The Investor shall keep MineMaker informed of all issues relating to the completion of any Investment, and promptly provide all related information and documentation to MineMaker upon demand.
- 5.4 The Investor shall make financial records available upon request to MineMaker who may, subject to one (1) calendar day's notice,

access the Investor premises to inspect and copy records, accounts and information to verify compliance with these Terms.

- 5.5 The Investor shall ensure that the Fees are paid to MineMaker in accordance with these Terms, which shall include incorporating the terms of these Terms relating to Consulting Services into any term sheet and definitive agreements relating to any Investment and, where applicable, the constitutional documents and stock market announcements of an Owner or the Investor.
- 5.6 The Investor acknowledges that MineMaker approves a Pitch as a promotion but does not provide approval, advice or any form of recommendation regarding the suitability or quality of an Investment, and the Investor shall not rely on or take any inference from or make any reference to the same.

### **6 Fees**

- 6.1 The Investor will pay MineMaker the Fees in accordance with the terms and conditions of these Terms which shall include
- (a) the Subscription Fee; and
  - (b) the Consulting Fees.
- 6.2 The obligation to pay Fees shall apply to any Investment, including any transaction falling within the scope of the defined term "Investment," and shall survive termination of these Terms.
- 6.3 The Investor shall ensure that these Terms, including the obligation to pay Fees to MineMaker, are incorporated into any term sheet, definitive agreement, or constitutional documents relevant to the Investment. Failure to do so shall constitute a material breach of these Terms.
- 6.4 MineMaker may, at its sole and exclusive discretion, elect to receive any Fees or compensation by alternative means, including but not limited to equity in a Project, carried interest, or royalty payments, and any such election shall be irrevocable once made in writing.
- 6.5 Unless expressly provided otherwise in these Terms (i) all Fees, prices and consideration under these Terms are exclusive of tax, including 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.
- 6.6 Any out-of-pocket costs and expenses incurred in performing the Services, including government or filing fees, (agreed in advance by the Parties) shall be the Investor's responsibility and shall, at MineMaker's election, be paid directly by the Investor or reimbursed to MineMaker.
- 6.7 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 (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.
- 6.8 MineMaker shall issue an invoice for the Fees and the Owner shall pay the Fees of any invoice issued by MineMaker and not deduct or set-off any moneys otherwise due. If the Owner 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 undisputed portion of the Fees. Within 14 days of a notice, MineMaker will respond to the Owner with either an acceptance, rejection of the dispute. Either party may then refer the dispute to Section 17.3 for final resolution.
- 6.9 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.
- 6.10 The Fees are payable as a monetary amount to MineMaker. Nevertheless, MineMaker may, at its sole and exclusive discretion, receive any of the Fees by alternative means proposed by the Investor including an interest in a Project or a royalty.
- 6.11 MineMaker may represent and receive compensation from other parties in connection with the proposed transaction, provided that any such compensation is disclosed and does not impair



MineMaker's ability to act independently.

- 6.12** If, as part of the Investment or transaction introduced by MineMaker, the Owner retains or is granted any net smelter return royalty (NSR) or production royalty, MineMaker shall be entitled to receive 10% of such royalty payments actually received by the Owner, for so long as the royalty is payable.

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## **7 Confidentiality**

- 7.1** The Services, the Pitch, and any documents and information provided by MineMaker and Owners 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.
- 7.2** 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.
- 7.3** The duty of confidentiality is subject to statutory exceptions which might require disclosures to legal or governmental authorities.
- 7.4** The Investor consents to MineMaker storing personal data and customer due diligence information electronically.

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## **8 Conflict of Interest**

- 8.1** The Investor acknowledges that MineMaker represents other clients, some of whom may be competitors or have business interests that are contrary to Investor interests.

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## **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 ongoing discussions, or an outstanding or incomplete order for an Investment which has not been finalized, the Investor may only terminate these Terms if they have (i) served written notice by email on MineMaker; and (ii), has withdrawn their order from the ongoing Pitch either via the Pitch, or by responding to the confirmation email confirming their withdrawal. If an Investor has an outstanding or incomplete order for Investment, 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 of these Terms, the provisions relating to confidentiality, and non-circumvention, will remain in full force and effect for a period of five (5) years after termination.

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

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## **11 Investor Representations – Accredited Investor**

- 11.1** You acknowledge and agree that in order to make an Investment in certain Pitches, you must be an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933 ("The Act"), and satisfy the requirements of Section 506(c) of the Act.
- 11.2** In order to verify you are an Accredited Investor, we may ask you, among other things to (i) submit supporting documentation verifying your income, (ii) make representations supporting your

status as an accredited investor in a signed letter, or (iii) request supporting documentation from third parties, before you may invest in an Opportunity.

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## **12 Liability and Indemnity**

- 12.1** MineMaker will not be liable under these Terms, in contract or tort, under statute 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.
- 12.2** The limitations in this clause will not apply to losses or damages caused by any fraud or willful misconduct of MineMaker.
- 12.3** 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.
- 12.4** All claims under this clause shall be brought within one year of the event giving rise to the claim having occurred.
- 12.5** 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.

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## **13 Successors and Relationship**

- 13.1** 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 Fees; and (ii) MineMaker may proceed against any or all of them for the Investor's breach of these Terms.
- 13.2** 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.
- 13.3** 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.

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## **14 Publicity and Intellectual Property**

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

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## **15 Force Majeure**

- 15.1** 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.
- 15.2** 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.
- 15.3** No force majeure event howsoever occurring will excuse or exempt a party from making a payment under these Terms.

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## **16 Non-Circumvention**

- 16.1** 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.
- 16.2** 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, Pitch, 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. For the



avoidance of doubt, any transaction materially similar in structure, purpose, or economic effect to an Investment, whether made directly or through any affiliate, nominee, agent, related party, or successor, shall constitute a breach of this clause and shall trigger the obligation to pay all applicable Fees.

- 16.3** The Investor acknowledges and agrees that a breach of this clause 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, damages, liabilities, costs, and expenses suffered or incurred by MineMaker arising out of or in connection with any breach of this clause including loss of Fees.
- 16.4** This non-circumvention provision shall continue in effect for thirty-six (36) months following the later of (i) the expiry or termination of these Terms or (ii) the date of last communication or introduction between the Investor and any Owner introduced through MineMaker.
- 16.5** The Investor shall make available, upon request and with no less than one (1) calendar day's notice, all documentation, communications, agreements, and financial records relating to any Investment or transaction involving an Owner or Project introduced by MineMaker.
- 16.6** MineMaker shall have the right to conduct an audit or investigation into any actual or suspected breach of these Terms, including circumvention of Fees. This right extends to any affiliates, SPVs, or related parties of the Investor, and MineMaker may seek injunctive relief to restrain any Investment or transaction pending resolution.

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**17 Law and Dispute Resolution**

- 17.1** 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.
- 17.2** 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.
- 17.3** 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 a following ten (10) days (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.
- 17.4** 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

|                           | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <b>MineMaker Services</b> | <p>In consideration of the Investor undertaking to pay the Fees, MineMaker shall:</p> <ul style="list-style-type: none"><li>• provide the MineMaker Website which includes a platform and services relating to the offering and arranging of an Investment by the Investor to an Owner;</li><li>• present and give the Investor access to Pitches, and facilitate introduction to Owners through the MineMaker Website;</li><li>• with the cooperation of the Investor, liaise with the Owners to facilitate the sharing of information between Owners and the Investor and endeavor to secure and finalize an Investment; and</li><li>• facilitate discussions and the exchange of information between Owners and Investor, including the signing of non-disclosure agreements, until an Investment has been completed, or these Terms have been terminated in accordance with its terms.</li></ul> |