



Ref. No.: IZL/EOI/01

Date: 27.08.2020

AMENDMENT-3 TO
PARA-9 AND 10 OF CLAUSE-VI OF
NOTICE INVITING EXPRESSION OF INTEREST (“EOI”)
FOR
APPOINTMENT OF MINE DEVELOPER CUM OPERATOR (MDO)
FOR ZAMBEZE PROJECT OF ICVL ZAMBEZE, LDA. IN MOZAMBIQUE

| Para No. of Clause-VI | Original | To be Read as (Revised) |
|-----------------------|--|---|
| 9. | Before submission of EOIs, clarifications, if any, may be mailed by intending participants until 16.04.2020 (Thursday) to the following Electronic address: clarifications.zambeze@icvl.co.mz . The intending participants, at their own cost, may choose to join a site visit at Tete either on 9 th April 2020 or 16 th April 2020 (tentative dates). ICVL Zambezi Limitada (IZL) will decide and intimate a single date (9 th or 16 th Apr’2020) based on the maximum number of requests received from the intending participants till 7 th April’2020. | Before submission of EOIs, clarifications, if any, may be mailed by intending participants until 20.10.2020 (Tuesday) to the following Electronic address: clarifications.zambeze@icvl.co.mz . The intending participants, at their own cost, may choose to join a site visit at Tete either on 12th October 2020 or 16th October 2020 (tentative dates). ICVL Zambezi Limitada (IZL) will decide and intimate a single date (12th or 16th October’2020) based on the maximum number of requests received from the intending participants till 9th October’2020 . |
| 10. | The Expression of Interest with the subject: EOI for Appointment of MDO for Zambeze Project of ICVL Zambeze, Lda shall be submitted no later than 15:00 hours , Mozambique time, of 30.04.2020 (Thursday), to the following Electronic address: buying.zambeze@icvl.co.mz | The Expression of Interest with the subject: EOI for Appointment of MDO for Zambeze Project of ICVL Zambeze, Lda shall be submitted no later than 15:00 hours , Mozambique time, of 30.10.2020 (Friday), to the following Electronic address: buying.zambeze@icvl.co.mz |



Ref. No.: IZL/EOI/01

Date: 29.04.2020

Ref. No.: IZL/EOI/01

Date: 17.03.2020

**NOTICE INVITING EXPRESSION OF INTEREST (“EOI”)
FOR
APPOINTMENT OF MINE DEVELOPER CUM OPERATOR (MDO)
FOR ZAMBEZE PROJECT OF ICVL ZAMBEZE, LDA. IN MOZAMBIQUE**

I. ABOUT ICVL ZAMBEZE, LDA.

International Coal Ventures Limited (“ICVL”) is the parent company of ICVL Zambeze, Limitada (“IZL”) and IZL is holder of a Mining Concession for a tenement area licensed as CM 4695C (former EPL946L) (also referred hereinafter as “Zambeze Coal Mine Project”; “Zambeze Project” or “Zambeze Coal Block”) located in the Tete Province, in an approximate DUAT (Right To Use) area of 5,754 hectares, covering mainly in the Tete Municipality, and a smaller area in the neighboring District of Moatize (to the north-east).

Zambeze Coal Mine Project is 100% held by ICVL Zambeze, Lda (“IZL”) pursuant to the Mining Concession 4695C and the Mining Contract signed with the Government of the Republic of Mozambique (approved by Resolution 67/2013 of August 20, 2014).

IZL intends to develop its Zambeze Coal Mine Project to progressively produce 22 million tons of Run of Mine (“RoM”) coal per annum and remove minimum of 42 million BCM (bank cubic meters) of associated overburden (OB)/waste per annum. For this purpose, IZL invites duly qualified entities to submit an Expression of Interest (“EOI”) for rendering all the Mine Developer cum Operator (“MDO”) related services for the Zambeze Project.

II. OBJECTIVE OF IZL

The primary objective of IZL is to select and appoint a Company/ Consortium with sound financial strength and appropriate experience in opencast mining operations to operate its Zambeze Coal Block through MDO (Mine Developer cum Operator) concept. The MDO shall develop and operate the Zambeze Coal Block in the most cost-effective manner while ensuring reliability in coal production (both in quantitative and qualitative terms) and ensuring full compliance with prevailing Mining Law and Regulations in Mozambique including those related to Labour, Communities, Health, Safety, Environment etc. The objective of this EOI is only to identify availability of technically and financially capable experienced party (ies) and using the information gathered as a reference for floating of RFP (Request for Proposal) for the MDO to be issued separately.

III. ABOUT THE ZAMBEZE PROJECT

The IZL's Zambeze Project consists of the development of an opencast coal mine and a coal processing plant, delivering Coking coal and Thermal coal products to the point of delivery. It includes the development of all associated infrastructure to support this Greenfield project. The coking coal product is the focus of this project and has a long-term strategic value for IZL. The Zambeze Project reserve is located north-west of the town of Tete, in Mozambique.

The successful advancement of the Zambeze Project will result in a multi-billion (US) dollar development project that will contribute to the country's economic and social development. While the mining concession is valid for 25 years, the project has potential to deliver a long-life asset that could still be operated well beyond that timeframe.

Zambeze Project is based on a high volume open-cast mine that will produce a significant amount of high quality coking and thermal coal.

Key aspects of the Zambeze Project include:

- Development of an open-cast mine using conventional truck/shovel equipment combination;
- Processing of the ROM coal in Coal Handling & Preparation Plant (CHPP);
- Transportation of processed coal product to a specified point of delivery (preliminary options for point of delivery are: (1) Through a railway line from the Zambeze Project site to the Moatize train station constructed by the successful bidder in an extension of about 17 Km, and then through the Sena Railway Line unto Beira port/ or through any other feasible route/sea-port arranged by the successful bidder; and (2) The Benga CHPP stock yard, through a conveyor belt/railway link constructed by the successful bidder from the Zambeze Project site to the Benga CHPP stock yard, where load out of product will take place; Final delivery point shall be fixed on the basis of feasibility during preparation of final RFP document.
- Rehabilitation & Resettlement of affected communities to start coal mining operations.

The Zambeze Project has been actively explored since 2005 and historical exploration techniques have included geological mapping, open hole (non-coring, percussion and reverse circulation) and slimline and large diameter full core drilling.

The Zambeze Project is a large coal deposit within the Moatize sub-basin coalfield of the Tete Province of Mozambique, 460 million tonnes of which are contained within the current open pit outline. The most important seam is the C Seam (Chipanga Seam equivalent), which accounts for some 76% of the total raw tonnage, 76% of the primary product tonnes and 70% of the secondary product tonnes within the proposed pit outline.

IZL intends to develop the Zambeze Coal Mine Project to produce *Hard Coking coal with 10.5% -13.5% (ad) ash product and Thermal coal with 26.0 - 28.0% ash (ad) product*. Ash content and other quality parameters for Hard Coking Coal and Thermal Coal will be specified in the tender document. Coking coal recovery, however, is the focus of the development.

The development of the Zambeze Project is to achieve a target process plant feed rate of 20 Mtpa of deshaled RoM. Construction is planned in two 10 Mtpa stages, the second stage commissioning scheduled for completion approximately 12 months post commissioning of the first stage works. The design life of the project is 20 years.

IV. INTENDED SCOPE OF MINE DEVELOPER CUM OPERATOR (MDO):

1. Generate data, design, engineer, invest, develop, mine, procure, construct, erect, commission, test, operate, process, handle, transport, maintain, leading to successful coal extraction and delivery of processed coal (Coking and Thermal) to IZL.
2. Coal production at a guaranteed rate.
3. The service to be rendered by the MDO will include but will not be limited to the following:
 - a) Construction of approximately 1000 (one thousand) houses and related social amenities, as approved by the government, for re-settlement of families affected by the Zambeze Coal Mine Project.
 - b) Resettlement of families/communities affected by Zambeze Coal Mine Project as per scheduled plan, leading to its final completion.
 - c) Developing the mines, including but not limited to handling and using of explosives, as per the approved Mining Plan.
 - d) Removal of top soils, overburden and inter-burden to produce Run of Mine (ROM) coal.
 - e) Setting up of Coal Handling and Processing Plant ("CHPP") exclusively for Zambeze Coal Mine Project.
 - f) Assessing and providing power and water requirement for the mine and the CHPP.
 - g) Commencing the operations of the Mines and the CHPP to process Run of Mine (ROM) coal and delivering Coking and Thermal coal to ICVL Zambeze, Lda at the specified point of delivery (the participant must include in its proposal one or both options: delivery directly to the port of Beira (or any other feasible alternative sea-port arranged by bidder) and/or to the Benga CHPP stock yard.
 - h) Achieving the stated capacity to mine 22 million tons of RoM and process 20 million tons of deshaled ROM coal per annum.
 - i) Removal of minimum of 42 million BCM (bank cubic meters) of overburden (OB)/waste per annum.
 - j) Handling of Products, Rejects & Tailings.
 - k) Evacuation/transportation of the coal produced at the Zambeze Project either by rail or by conveyor belt system until specified point of delivery (port of Beira/ other port or Benga CHPP stock yard, as decided in the subsequent RFP). No trucks to be engaged unless in exceptional cases duly justified.
 - l) Liaising with Government and Local Authorities, dealing with local communities, assessing environmental issues, working on land related issues, etc.

V. SCOPE OF ICVL ZAMBEZE, LDA (IZL)

1. IZL will continue to be the legal holder of the coal blocks and the coal thus produced.
2. Provide the Geological report to the extent and detail already available with IZL.
3. Obtaining the required land acquisition (DUAT) to start the coal mine.

VI. IMPORTANT NOTES:

1. Coal produced will be the property of IZL. MDO shall transfer total coal thus produced to IZL.
2. IZL shall pay a "Fee" to MDO as quoted by the Participant for the coal produced and transferred (this will be the Bidding element while participating in the subsequent RFP). Price variation formula will be provided in the subsequent RFP document.
3. The entire mining operations until specified point of delivery shall be governed by prevailing Mozambican laws. The intending participants should already have requisite Mozambican licenses for carrying out the jobs as a MDO. Those who are not currently in possession of requisite Mozambican licenses must be able to produce such licenses before acceptance of their offers against subsequent RFP. Labour, Communities, Health, Safety and Environment (HSE) requirement of Mozambique must always be adhered to.
4. The intending participants may schedule their visit to the Project site (the date of the site visit will be notified to all the participants after assessment of a feasible date for majority of the participants) to familiarize themselves with the site conditions and other details of the Project. An Executive Summary of the Project will be shared with interested participants on execution of the Non-Disclosure Agreement (format enclosed) with IZL. Term of the contract is approximately twenty (20) years/ life of mine, whichever is more. In case the life of mine exhausts before the twenty (20) years, IZL shall not be liable or accountable as the expected life of mine can change depending on the rate and pace of mining. The average in-situ strip ratio is 1.9.
5. Under Mozambican law, during the project execution and Plant operation stage, the MDO would be required to give preference to local work force and local companies for supplies and services that are planned to be subcontracted.
6. Participants submitting their EOI shall bear all expenses and costs incurred in relation to its preparation, submission and presentation, if any, at any stage of the EOI. Neither IZL nor any of their respective employees or representatives shall reimburse or otherwise be responsible for any costs incurred during the process. The information provided herein should not be considered as a promise or certification of the final decision of IZL. IZL reserves the right to modify any aspect of the Project. Submission of an EOI does not guarantee that the participant will receive an invitation to subsequent RFP, if any. The future terms and conditions of the subsequent RFP, if any, may override the terms and conditions of this EOI.
7. This document is being issued to only elicit an Expression of Interest from the interested parties for the specified work and shall not constitute any binding commitment from IZL to proceed with the work or invite any or all interested parties in the subsequent discussions/ bidding process. The objective of this

EOI is only to identify availability of technically and financially capable experienced party (ies) and using the information gathered as a reference for floating of RFP for the MDO to be issued separately. IZL reserves the right to withdraw from the process or any part thereof, to accept or reject any or all applications in full or in part at any stage of process and/or to modify the process or any thereof or to vary the eligibility criteria, scope and terms of EOI or subsequent RFP at any time without assigning any reasons whatsoever. No financial obligations, whatsoever, shall accrue to IZL in such an event.

8. Participant(s) of this EOI can be either a single registered Corporate Entity or Consortium formed of not more than 3 companies. Minimum requirement in constitution of the Consortium, minimum obligation of each member of consortium for fulfilling of eligibility criteria, other obligations of each member of consortium etc. shall be stipulated in the subsequent RFP.
9. Before submission of EOIs, clarifications, if any, may be mailed by intending participants until 16.04.2020 (Thursday) to the following Electronic address: clarifications.zambeze@icvl.co.mz. The intending participants, at their own cost, may choose to join a site visit at Tete either on 9th April 2020 or 16th April 2020 (tentative dates). ICVL Zambezi Limitada (IZL) will decide and intimate a single date (9th or 16th Apr'2020) based on the maximum number of requests received from the intending participants till 7th April'2020.
10. The Expression of Interest with the subject: **EOI for Appointment of MDO for Zambeze Project of ICVL Zambeze,Lda** shall be submitted no later than **15:00 hours**, Mozambique time, of **30.04.2020** (Thursday), to the following Electronic address: buying.zambeze@icvl.co.mz

VII. ELIGIBILITY CRITERIA FOR EOI PARTICIPATION:

Expression of Interest (EOI) are invited only from the participants fulfilling the following technical as well as financial criteria

1.0: Technical:

The interested Participant(s) shall adequately demonstrate the following minimum technical capabilities:

101 : Minimum three (3) years' experience of excavation/ raising of RoM in opencast mining by using appropriate mining technology and should have produced at least Five (5) million tonnes of RoM Coal, Iron Ore or other minerals (e.g. Lignite, Bauxite, Limestone, Copper, Manganese) in any One (1) year during last three (3) financial years ending on or before the date of the EOI, out of which at least Three (3) million tonnes should be from a single mine.

2.0 : Financial:

The Participant has to satisfy the following financial criteria (jointly in case of consortium).

2.0.1 : The Participant shall have to fulfil the Net worth of more than USD 200 million (United State Dollars Two Hundred Millions) as on the date of the financial accounting year ending on or before the date of the EOI. Net worth should be equal to or more than 100% of its paid-up share capital.

And

2.0.2 : The Participant shall have to fulfil the average annual turnover of at least USD 400 million (United State Dollars Four Hundred Millions) during last three (3) consecutive financial years ending on or before the date of the EOI.

And

2.0.3 : The Participant shall have to fulfil the average annual Cash Accrual (Profit after Tax + Depreciation + other non-cash expenses) of at least USD 30 million (United State Dollars Twenty Thirty Millions) during last three (3) consecutive financial years ending on or before the date of the EOI. The Participant shall have a positive cash accrual for the last completed financial year immediately preceding year of the date of the EOI.

VIII. SUBMISSION OF EOI

Eligible and interested companies or Consortium shall submit their EOI (in English language) in the specified format along with the following documentation to the Electronic address specified by IZL:

- ✓ Company Profile.
- ✓ Certificate of incorporation (and any certificate of change of name or other amendment).
- ✓ Certified copies of its Memorandum / Articles of Association.
- ✓ Certified financial accounts for last three (3) financial years showing year wise Profit/ Loss, Turnover and Net worth for the last three (3) years. In case the financial data of any applicant is in currency other than USD, it shall be converted to USD considering the prevailing exchange rate (average of selling and buying rate) from Central Bank of Mozambique/ Central bank of country of incorporation as on date of closing off respective account.
- ✓ Evidence of Tax Registration and Declaration of the Commencement of Activities.
- ✓ Tax Certificates (VAT / Income Tax / Tax License, etc.).
- ✓ Certificate of Commercial Registration with Mozambican Authority or in case not already registered with Mozambican Authority, then expressed intent to do so within stipulated period in the subsequent RFP.
- ✓ List of References.
- ✓ Portfolio of projects completed / under progress.

- ✓ List of projects executed / under execution in the last ten (10) years, highlighting similar works as the one referenced on this EOI, with supporting documents such as project details, cost of the project, client name, contract order and completion certificate issued by the contracting party etc.
- ✓ Contact Person(s) (name, phone, email) of clients.
- ✓ Tentative plan for Capital investment, financing of resources (material, infrastructure and labour) and meeting the logistics requirement for development, construction and operation of the Zambeze Coal Mine Project

IX. POTENTIAL PARTICIPANTS CONFERENCE:

A conference may be arranged by ICVL Zambeze, Lda (IZL) after preliminary examination of the Expression of Interest (EOI) submitted by the eligible and potential participants. Participation to such conference will be by invitation only and decision of ICVL Zambeze, Lda (IZL) would be final.

* * * * *

Format: **Expression of Interest (EOI)**

Date:

To

HOD (Procurement),

IZL

Dear Sir,

In reference to EOI number IZL/EOI/01 dated 17.03.2020 inviting Expression of Interest (EOI) for Mine Developer cum Operator for Zambeze Coal Mine Project; we hereby submit our interest to participate in the referenced project.

We believe and hereby confirm that we have requisite experience and financial capability to carry out the job successfully and sustainable basis. Our details are given below:

1. Name, registered address & operational office address:
2. Name & designation of the concerned officer to whom all references shall be made:
3. Website:
4. Telephone:
5. E-Mail:
6. Chief Executive and Board of Directors:
7. E-mail:
8. Telephone:
9. Total number of Employees:
10. Type of the Organization (Public Sector/Limited/Private Limited/Partnership/Proprietary /Society/Any other)
11. Locations and addresses of Offices, and operational locations (enclose the list):
12. Name & address of local representative, if any :
13. Category of Applicants
 - a) Individual Company
 - b) Consortium consisting of 1. _____, 2. _____, 3. _____ out of which _____ is intended to be delegated as the lead member of the consortium.

In case of individual company, certificate of incorporation, certified copy of memorandum & articles of association, tax registration certificate and declaration of commencement activities are enclosed.

In case of Consortium, the following pertaining to each member is also enclosed:

| Document Type | Member 1 | Member 2 | Member 3 |
|---|----------|----------|----------|
| (a) Certificate of incorporation | | | |
| (b) Certified copy of member and article of association | | | |
| (c) Tax registration | | | |
| (d) Declaration of the commencement of activities | | | |

14. Details of Similar Projects executed / under execution: May add separate sheets.

| Sl. No. | Name and Address of the Project | Name of Project Owner/Authority and Contact Details | Project Description (Brief Scope of work) | Duration of Contract | | Value of the Project (USD) | Remarks |
|---------|---------------------------------|---|---|----------------------------|----------------------------|----------------------------|---------|
| | | | | Date of Award the Contract | Date of Completion Project | | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| 7 | | | | | | | |
| 8 | | | | | | | |
| 9 | | | | | | | |

NOTE:

- Contract orders and completion certificates for each project enclosed.
- In case of Consortium, details for Project executed of all members of the Consortium to be mentioned.

15. Financial Information for last three (3) financial years preceding the date of EOI:

| Financial Year | Net worth as on year ending | Annual Turnover | Profit/Loss before Tax | Profit/Loss after tax | Cash Accrual |
|-----------------------|------------------------------------|------------------------|-------------------------------|------------------------------|---------------------|
| | | | | | |
| | | | | | |
| | | | | | |

NOTE: Certified annual report/financial statement for last three (3) years are enclosed (in case of consortium, financial information and Certified annual report/financial statement for all members to be enclosed).

16. List of Supporting Documents being submitted:

| Sl. No. | Name of Permit, Consent, Approval | Issuing Authority | Date of Issue | Validity |
|----------------|--|--------------------------|----------------------|-----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
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| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
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| 11 | | | | |
| 12 | | | | |
| 13 | | | | |
| 14 | | | | |
| 15 | | | | |

17. We are already registered and established in Mozambique and we declare that we have not been prohibited to trade in Mozambique under judicial or penal sentence and we do not own debts to tax or social security. In this connection, non-bankrupt declaration issued by judicial court “Certidão de Quitação” from tax authority and “Certidão de INSS” may be enclosed,

Or

We are presently not registered and established in Mozambique.

Declaration signed by at least two company’s directors and duly certified by company secretary in respect of the following is enclosed:

- (a) The company is not black listed by the Mozambican Government/ country of origin;
- (b) The company is not bankrupt;
- (c) The company is not facing any criminal procedures against it

18. The tentative plan for Capital investment, financing of resources (material, infrastructure and labour) and meeting the logistics requirement for development, construction and operation of the Zambeze Coal Mine Project is attached herewith.

Thanking you

Yours sincerely

(Name, Designation of the *Authorized Signatory)

(Company Seal)

**(Designation document of the signatory, such as Resolution, Memorandum of Association, etc., must be enclosed)*

FORMAT OF NON-DISCLOSURE AGREEMENT

DATED

2020

ICVL ZAMBEZE, LDA.

-and-

[Insert Registered Name of Receiving Party]

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made between:

(1) **ICVL ZAMBEZE, LDA.**, with the head-office at Av. 24 de Julho, no. 1123, Edifício 24, 4th Floor, Maputo, Mozambique, registered in the Registrar of Legal Entities under number 100035413, taxpayer with NUIT number 400191824, herein represented by Ashok Kumar Mishra and Rajendra Kumar Mishra, in their capacity as acting COO and Head of Procurement, respectively, hereinafter referred to as “**IZL**”;

and

(2) **[Insert Registered Name]**, with the head-office at **[Insert Registered Address]**, registered in the Registrar of Legal Entities under number **[Insert Number]**, taxpayer with Taxnumber **[Insert Number]**, represented by **[Insert Name of Authorized Representatives]**, in their capacity as **[Insert capacity of Authorized Representatives]**, respectively, hereinafter referred to as **[Insert short name]**.

RECORDAL

A. IZL and **[Insert Name of Receiving Party]** have entered into an Engagement (as defined below) and it is envisaged that the **[Insert Name of Receiving Party]** may receive Information (as defined below). The parties have agreed that any dealings between them shall be subject to this Agreement.

B. The need for the Engagement is a result of the desire of IZL to address confidentiality and non-disclosure of the Information made available.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following definitions shall apply:-

“Agents” means directors, officers, employees, agents, professional advisers, contractors or sub-contractors;

“Confidential Information” means Information relating to the Disclosing Party or its Agents and/or the ZambezeCoal Mine Project, the business carried on or proposed or intended to be carried on by the Disclosing Party and which is made available for the purposes of the Engagement to the Receiving Party (or its Agents) by the Disclosing Party (or its Agents) or which is orally disclosed to the Receiving Party and any other information which is otherwise made available by the Disclosing Party (or its Agents) to the Receiving Party (or its Agents), whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (a) is publicly available at the time of its disclosure or becomes publicly available (other than as result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement); or
- (b) was lawfully in the possession of the Receiving Party or its Agents (as can be demonstrated by its written records) free of any restriction as to its use or disclosure prior to its being so disclosed; or
- (c) following such disclosure, becomes available to the Receiving Party or its Agents (as can be demonstrated

by its written records or other reasonable evidence) from a source other than the Disclosing Party (or its Agents), which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

“Information”

means all information including, without limitation, any information relating to geological studies, ZambezeProject mine technical studies, ZambezeCoal Mine Project details, systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs in whatever form, whether in oral, tangible or in documented form and, if in tangible or documented form, whether marked or identified as being proprietary or not;

“Intellectual Property Rights”

Includes:-

- (a) any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, Internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods and trade secrets;
- (b) applications for registration and the right to apply for registration for any of these rights; and
- (c) all other intellectual property rights and similar forms of protection;

existing anywhere in the world;

“Engagement”

means discussions and exchange of Information between IZL and **[insert Name of Receiving Party]** regarding the Expression of Interest by **[insert Name of**

Receiving Party] intended to be submitted to IZL for the purposes of MDO for the ZambezeCoal Mine Project;

“Disclosing Party”

means IZL as the party disclosing its Information or making its Information available to the other party (Receiving Party) in terms of this Agreement for the purposes of the Engagement;

“Receiving Party”

means **[Insert Name of Receiving Party]**, the party receiving the Information from the Disclosing Party or to whom the Information of the Disclosing Party is made available under this Agreement.

2. CONFIDENTIAL INFORMATION

2.1 In consideration of the Disclosing Party making available to the Receiving Party such Information, the Receiving Party agrees that any dealings between it and the Disclosing Party shall be subject to the terms and conditions of this Agreement.

2.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.

2.3 For the purpose of clause 0 above, the individuals named below shall be the only individuals to whom the Receiving Party shall grant access to the Confidential Information. Should the Receiving party wish to allow other individuals access to the Confidential Information it will request the Disclosing Party’s consent to such further disclosure in writing. The Disclosing Party’s consent shall only be effective if in writing and shall not be unreasonably withheld or delayed. The following individuals of the respective parties shall have access to other party’s Confidential Information:

[Insert name, capacity and organisation of employees]

IZL:

[Insert Name of Receiving Party]:

- 2.4 The Receiving Party will only use the Confidential Information for the sole purpose of performing its obligations in relation to the Engagement.
- 2.5 The Receiving Party may disclose Confidential Information to those of its Agents with the prior written consent and notice to the Disclosing Party:
- 2.5.1 who strictly need to know the Confidential Information for the sole purpose set out in clause 0 (Confidential Information) provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.5.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.6 (Confidential Information) below.
- 2.6 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 0 (Confidential Information) above, it shall promptly notify the Disclosing Party and co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.7 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.8 Notwithstanding whether the Receiving Party uses the Confidential Information in or not in accordance with this Agreement (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and

its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its Agents), including Intellectual Property Rights, over the Confidential Information whatsoever beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

3.1 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.

3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.

3.3 The Receiving Party shall, immediately upon receipt of a written demand from the Disclosing Party or of its ceasing to be involved in the Engagement:

3.3.1 return all written Confidential Information (including all copies); and

3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party or on its behalf (including by any person to whom disclosure has been made as permitted under clause 0above).

The obligations in this clause 3.3 shall not apply to the extent that (but only for so long as) it is necessary to retain copies for the purpose of providing information to any regulatory authority in accordance with clause 0above.

3.4 The Receiving Party shall on request supply a certificate signed by two directors as to its full compliance with the requirements of clause 3.3 above.

4. ANNOUNCEMENTS

4.1 Neither party will make or permit to be made any announcement or disclosure of its involvement in the Engagement without the prior written consent of the other party.

- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall continue and shall survive the termination of the Engagement and up to 5 (five) years time period thereafter.

6. REPRESENTATIONS

Except in the case of fraudulent misrepresentation, the Disclosing Party accepts no responsibility for or makes any representation or warranty, express or implied, with respect to the accuracy, reliability or completeness of any Information made available to the Receiving Party or its Agents.

7. ADEQUACY OF DAMAGES

- 7.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.

- 7.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or any right to indemnity under the terms of this Agreement or otherwise.

8. INDEMNITY

The Receiving Party agrees to indemnify the Disclosing Party against any costs, claims, damages, demands or liabilities of whatsoever nature arising directly or indirectly out of a breach of its obligations under this Agreement.

9. GENERAL

9.1 Neither party may assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the other, save that IZL may assign this Agreement at any time to its holding company, subsidiary, subsidiary of its holding company, or affiliate.

9.2 No failure, delay, relaxation or forbearance on the part of either party in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal or unenforceable provisions. If a provision of this Agreement is fundamental to the accomplishment of the purpose of this Agreement is held invalid, the parties shall immediately commence good faith negotiations to remedy such invalidity.

9.4 Any change to this Agreement shall only be valid if it is in writing and duly signed by persons authorised on behalf of each party.

9.5 The parties acknowledge and agree that this Agreement shall not constitute, create or give effect to a joint venture, pooling arrangement, principal/agency relationship, partnership or formal business organisation of any kind and neither party shall have the right to bind the other without the other's express prior written consent.

9.6 Any notice or other document to be served under this Agreement to either party may be delivered or sent by post or facsimile process to the party to be served at the address set out below:

IZL: **ICVL Zambeze, Lda.**
Avenida 24 de Julho, no. 1123, 4º Piso
Maputo, Mozambique

[Insert Receiving Party]: _____

9.7 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mozambique.

THUS DONE and SIGNED at _____ on this the _____ day of _____ 2020:

For and on behalf of [Name]duly authorised thereto

For and on behalf of [Name]duly authorised thereto

Full name:

Full name:

Designation:

Designation:

THUS DONE and SIGNED at _____ on this the _____ day of _____ 2020:

For and on behalf of [Name]duly authorised thereto For and on behalf of [Name]duly authorised thereto

Full name:

Full name:

Designation:Designation: