



Agreement of Cooperation

Between

Kazakh National Research Technical University Named After K.I. Satbayev,
Almaty, Republic of Kazakhstan

And

SRK Exploration Services Ltd (UK)

This Agreement of Cooperation is made on 2nd August 2019 in Almaty, between Kazakh National Research Technical University named after K.I. Satbayev, (hereinafter referred to as "KazNRTU"), located at the following address: 22, Satbayev Street, 050013 Almaty, Kazakhstan, of the one part

And

SRK Exploration Services Ltd (SRK ES) located at the address 12 St Andrew's Crescent, Cardiff, CF10 3DD, UK, from another part

- A. The Parties shall at all times for the common benefit of the Parties agree to use their best endeavour to ensure the success of this Agreement of Cooperation.
- B. The Parties are desirous of entering into the Agreement of Cooperation to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

Almaty 2019

Now the Parties hereby agree as follows:

Article 1 Scope of Cooperation

1.1 To collaborate with the intention of working together to advance knowledge about mineral deposits in the Republic of Kazakhstan (RK). The areas of collaboration could include the following:

- 1.1.1 Reinterpretation of historical exploration data
- 1.1.2 Creating 3D geological models of orebodies, subject to data availability
- 1.1.3 Various technical training courses, for example Datamine and other technical software.
- 1.1.4 Participation in the review of projects, reports, programs and other scientific and technical discussions in the mineral sector of Kazakhstan

Article 2 Coordination of Agreement of Cooperation Implementation

The Parties agree to appoint contact persons (coordinators) and responsible for the implementation of the decisions of this Agreement in place and monitoring of collaborative activities.

For implementation of this Agreement:

- KazNRTU appoints the Geophysics Department; responsible is A.E. Abetov – Head of the Department;
- SRK ES appoints Mr Antony Benham, Principal Geologist.

Article 3 Duties of the Parties

Geophysics Department and SRK ES undertake:

- 3.1 Promote the reliability, objectivity and accuracy of the results of scientific research and innovation decisions;
- 3.2 Ensure the confidentiality of information and intellectual property rights of the clients;
- 3.3 Collaborate on research opportunities and innovative research in RK where appropriate;
- 3.4 Have managerial and technical personnel who shall have the authority and resources, regardless of other responsibilities, necessary to perform their duties within the scope of work for joint projects;

Article 4 Financial Arrangement

4.1 This Agreement of Cooperation will not give rise to any financial obligation by one Party to the other.

4.2 Each Party shall carry all the financial costs on implementation of Agreement of Cooperation

Article 5 Protection of Intellectual Property Rights

5.1 The Parties agree not to bring claims against each other, with respect to their patents or other industrial or intellectual property rights in connection with the performance of supplies and services under the Agreement of Cooperation

5.2 Any proprietary rights with respect to information, data, know-how, and patents which are owned or acquired by a Party prior to the Agreement of Cooperation shall be retained by said party.

5.3 Any intellectual property developed on collaborative research conducted under this Agreement of Cooperation or any contracts pertaining to fee for services rendered will be addressed on a case-by-case basis under a separate agreement.

5.4 The use of the name, logo and/or official emblem of any of the Parties as the case be, on any publication, document and/or paper is prohibited without the prior written approval of either Party.

Article 6 Legal Authority

This Agreement does not contain any commitments to be executed based on national or international law. It is also the intention of the Parties are not subject to proceedings for the claim and will not be considered a warranty, expressed or implied.

Article 7 Making Amendment

7.1 Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement of Cooperation.

7.2 Any revision, modification or amendment agreed to by the Parties shall be reduced into writing and shall form part of this Agreement of Cooperation.

7.3 Such revision, modification or amendment shall come into force on such date as may be determined by the Parties by mutual consent.

Article 8 Suspension

8.1 Each Party reserves the right, in whole or in part, to suspend the Agreement of Cooperation for reasons of self-interest, public order or public health. Any suspension will come into effect after a written notification to the other Party not later than 30 days before the proposed date of suspension.

Article 9 Settlement of disputes

9.1 Any difference or dispute between the Parties concerning the interpretation and/or application of any provision of this Agreement of Cooperation shall be settled amicably through mutual consultation and/or negotiation between the Parties without reference to any third party.

Article 10 Duration and Termination

10.1 This Agreement of Cooperation shall go into effect on the date of signing and shall remain valid for a period of four (4) years, with the proviso legitimacy modifications and amendments made during the period of its action.

10.2 Thereafter, if the Parties hereto wish to extend the terms of this Agreement of Cooperation, they shall do so by an express covenant in writing, confirming acceptance of the decision.

10.3 Either Party may terminate this Agreement of Cooperation by notifying the other Party to its intention to terminate this Agreement of Cooperation by a notice in writing, at least three (3) months prior to its termination date. Termination shall be without penalty.

Article 11 Correspondence

11.1 Any communication under this Agreement of Cooperation will in writing in English and/or delivered to the addresses or sent to the email addresses below:

To: Geophysics Department of the Institute of Geology and Oil and Gas Business,
Kazakh National Research Technical University named after K. I. Satbayev
Kazakhstan
050013 Almaty
Str. Satbayev, 22
Tel: +7 727 257 71 57

To: SRK Exploration Services Ltd
12 St Andrew's Crescent,
Cardiff,
UK
CF10 3DD
Tel: +44 2920 233 233
Email: enquiries@srkexploration.com

Signatures of the Parties:

Auez Abetov,
Geophysics Department Chairman,
Doctor of Sciences in Geology and Mineralogy,
Satbayev University, Professor,
Corresponding Member of the Academy of Mineral
Resources of the Republic of Kazakhstan


Antony Bennett
Principal Exploration Geologist,
SRK Exploration Services Ltd

The image shows a circular stamp with the text "EXPLORATION SERVICES" around the perimeter and "SRK" in the center. A handwritten signature in blue ink is written over the stamp.