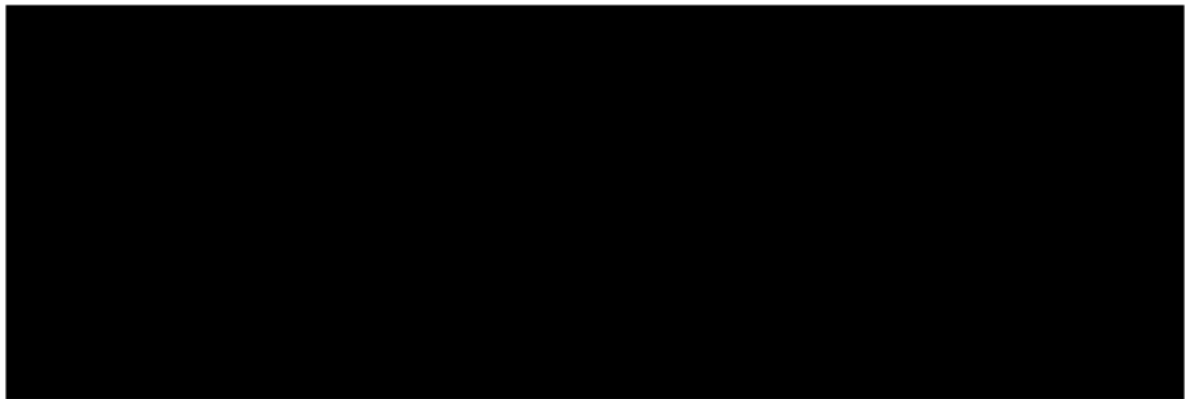


# Memorandum of Understanding

between



and



**IotaOrigin UG**; Company registration number HRB  
105291, at Cologne District Court, at Im Mediapark 5  
ZIP: 50670 Cologne, Germany

24 March 2025

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## **INTRODUCTION**

████████████████████ and IotaOrigin UG (IOTA) have agreed to explore mutually beneficial collaboration with a focus on mining operations.

IotaOrigin UG (IOTA) is a blockchain-based platform for international trade in conflict-free minerals that aligns with EU regulatory environments. IotaOrigin has a clear commitment to responsible mining practices.

████████████████████ is an authentic integrator that builds sustainable partnerships that unlock shareholder as well as stakeholder value. ██████'s leadership team has over 120 years of sustainable business experience across industry, policy, UN, investment, finance and community-focused impact work, including starting, developing and running impact businesses in Africa.

████████████████████ is a member of the Capitals Coalition, driven to define and deliver innovative approaches to finance that reduce risk and increase opportunities through a comprehensive multi-capital discipline to business.

## **PURPOSE**

████████████████████ and IOTA believe that important collaboration opportunities exist that are collectively beneficial.

██████ and ██████ are going out to market to raise funding in support of various investments associated with artisanal mining as well as larger scale mining. Capital outreach is taking place through multiple mechanisms, including:

1. The development and implementation of a digital marketplace, which is an online investment platform, geared to the needs of artisanal mining as well as small/medium-scale larger formal mines and associated infrastructure

IOTA is also going out to market to raise funding in support of various investments associated with mining. Capital outreach is taking place through a blockchain-based platform for international trade in conflict-free minerals.

We will explore collaboration related opportunities that include co-financing and licensing agreements around specific regions and projects that leverage the strengths of the organizations.

This MoU is intended to define high-level areas for potential collaboration in the context of a strategic collaboration that all three organizations believe to be potentially value-additive. The collaboration will seek to target approaches that deliver value for all parties. These parties acknowledge that this MoU expresses their intentions but does not create any enforceable obligations between them. As such, this document sets the groundwork for collaboration.

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#### **COMMENCEMENT, DURATION, TERMINATION**

This MoU shall commence on the Effective Date and shall continue indefinitely until either Party acts to terminate it. The MoU may also be opened for potential revision at the request of any partner.

This MoU may be terminated at any time by the unanimous written agreement of the Parties. The termination of this Agreement, howsoever arising, is without prejudice to the rights, duties and liabilities of the Parties accrued due prior to termination.

The provisions in this Agreement which expressly have effect after termination shall continue to be enforceable notwithstanding termination.

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#### **GOVERNING LAW**

This MoU shall be governed by and construed in accordance with the laws of England and Wales, and the Parties irrevocably agree that any dispute arising out of or in connection with this MoU will be subject to and within the jurisdiction of the courts of England and Wales.

## **GENERAL PROVISIONS**

This agreement does not create a relationship of agency, partnership or joint venture, nor render either Party liable for any debts or obligations of the other. No Party is authorized to make representations on behalf of any other, nor to bind another party in any manner whatsoever.

Each Party hereby undertakes that it shall procure that its employees, agents and subcontractors shall keep confidential all information, including know-how and show-how, of a confidential nature (whether written or oral) concerning this MoU and the business affairs of another Party that it shall have obtained or received as a result of the discussions pertaining to this engagement.

Each Party warrants that under its contractual relationships with each of its Personnel, any intellectual property rights arising out of or relating to work done by the Personnel for the Party will vest in such Party and that the Personnel will have no right, title or interest, whether legal or beneficial, in any such intellectual property rights.

This MoU may be amended at any time by written agreement of the Parties. No variation to this Agreement shall be effective unless in writing signed by a duly authorized officer of each of the written Parties. No provision of this agreement shall be construed so as to negate, modify or affect in any way the provisions of any other agreement between the parties unless specifically referred to, and solely to the extent provided, in any such other agreement.

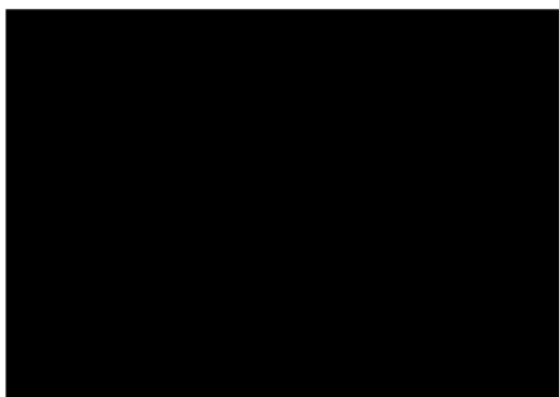
**SIGNED BY:**



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**IotaOrigin UG**

**Julian Wikalinski**

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