

Sourcing Agent Agreement

THIS AGREEMENT is made on the 20th day of January, 2018

BETWEEN:

- (1) **LIKE TOP CORPORATION LIMITED**, a company incorporated in Hong Kong with limited liability and whose registered office situated at Rooms 2801 & 2802A, 28/F, Windsor House, 311 Gloucester Road, Causeway Bay, Hong Kong (the "Buyer"); and
- (2) **ECUAMINING MINERAL S.A.**, a company incorporated in Ecuador with limited liability and whose registered office is Kennedy Norte Mz. 704 villa 23-24, Guayaquil-Ecuador (the "Agent")

WHEREAS, the Buyer wishes to employ the Agent to procure **Merchandise** (as defined hereunder) in the region of Ecuador solely, and the Agent wishes to act on behalf of the Buyer as sourcing agent.

NOW, THEREFORE, in consideration of their mutual agreements contained herein, the parties hereto hereby agree as follows:

Appointment

The Buyer hereby appoints the Agent as its non-exclusive sourcing agent to procure mineral concentrates (or its related products) (collectively "**Merchandise**") in the region of Ecuador solely. The Agent hereby accepts such appointment and agrees to use its best efforts in the performance of its duties, obligations and covenants hereunder.

Duration

It is agreed that the length of this Agreement shall be for a period of two (2) year commencing on 20 January 2018.

Commission and Fees

The Buyer agrees to pay the Agent a commission of 2 percent (2%) of purchase invoice price(s) of all Merchandise which are ordered by the Buyer. The 'net invoice price' shall be net of taxes, tariffs, duties, transportation costs, trade discounts, returns, refunds and allowances.

Such commission shall be separately invoiced to the Buyer by the Agent and shall be payable in United States Dollars upon receipt by the Buyer of satisfactory evidence of shipment of such Merchandise to the Buyer (or its designated party).

The Buyer shall pay the commission on a monthly basis and within 7 days after receipt of invoices from the Agent.

Agent's Duties

The Agent hereby agrees with Buyer to use its best effort to perform the following services for the Buyer:

- (a) To identify and negotiate with suitable suppliers of Merchandise at a price, in quantities and for delivery by dates acceptable to the Buyer;
- (b) To assist the Buyer placing orders by transmitting the Buyer's purchase orders to suppliers and to advise the Buyer of delivery schedules;
- (c) To inspect Merchandise prior to packing, to ascertain and advise the Buyer whether the Merchandise meets the Buyer's specifications and to assure that the packing is in accordance with the instructions of the Buyer;
- (d) To represent the Buyer's interest in connection with any and all claims which might arise against suppliers for defective or nonconforming goods;
- (e) To communicate the Buyer's requirements with respect to quality standards, labor standards and security to suppliers and to monitor compliance as requested by the Buyer, and
- (f) To provide, at the Buyer's request, all other services typically provided by a sourcing agent in the ordinary course of business.

Buyer's Responsibilities

The Buyer hereby agrees with the Agent as follows:

- (a) To pay all shipping, forwarding, handling and other reasonable and customary charges against the shipment of such Merchandise to the Agent, including all customs duties accruing thereupon; and
- (b) To secure and maintain insurance on all Merchandise from and after delivery by the suppliers of the Merchandise to the F.O.B. foreign port of exportation or the Buyer's freight forwarder.

Claims

In the event that the Buyer shall have a claim arising out of or in connection with any of the Merchandise, handling, shipment, storage or any other event occurring after delivery of the Merchandise by the suppliers to the F.O.B. foreign port of exportation or to the Buyer's freight forwarder, the Agent shall use its best efforts to assist the Buyer to process the claim against the suppliers for the Buyer's account.

Limitation of Powers

Except for the authority specifically granted by this Agreement, it is hereby agreed and understood by the parties hereto that the Agent is neither employee, general agent or legal representative of the Buyer, but rather that the Agent is a[n independent] contractor acting exclusively on its own behalf.

Representation and Warranty

The Agent, in executing this Agreement, certifies and warrants to the Buyer that:

- (a) Neither the Agent nor its affiliates will act as suppliers of Merchandise; and
- (b) The Agent does not, for its own account, have any ownership interest in, or any control of, or any financial interest in, suppliers or any factories making Merchandise for the account of the Buyer, and those suppliers or factories have no ownership interest in, or any control of, or any financial interest in the Agent.
- (c) The Agent will exercise no control of the price of Merchandise procured for the Buyer except to seek the lowest possible price (or no less favourable terms to other buyers) for the benefit of the Buyer and assist the Buyer in the negotiation of purchase contracts at competitive prices

and on competitive terms. Any contracts shall remain subject to the Buyer's final approval.

Confidentiality

This Agreement is to remain confidential between the parties who shall not disclose any part of this Agreement to any third parties unless (i) authorized by the parties in writing, (ii) as required by laws or regulations and (iii) to legal and accounting advisors. Each party agrees not to disclose to third parties any and all confidential information received from the other party. The above obligations shall remain in force during the term of this Agreement and for a period of one (1) year from the date of its expiry or termination.

Indemnity

The Agent agrees to indemnify and hold harmless the Buyer together with its affiliates from any and all losses or damage, if any, with respect to any suit, claim, demand or other processing arising from the failure of the Agent to strictly comply with any of the terms of this Agreement, including the Agent's negligent performance or failure to perform its obligations hereunder.

Termination

Before expiration of this Agreement, this Agreement shall continue until terminated by serving one (1) month's prior written notice to either party whereupon all rights and obligations of the parties hereto shall cease and terminate except as to rights and obligations accrued prior to the date of such termination, including rights and obligations under outstanding orders not yet performed.

Counterparts

This Agreement may be executed in any number of counterparts (including by way of facsimile) each of which shall be deemed for all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

Assignment

The Agent cannot assign or otherwise transfer any of its rights under this Agreement without the prior written consent of the Buyer.

Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

Notice

Any notices or communications required hereunder shall be in writing and either delivered personally to the Buyer or the Agent, or mailed by registered mail or by facsimile, as follows:

To the Buyer:

Like Top Corporation Limited
Rooms 2801 & 2802A, 28/F, Windsor House,
311 Gloucester Road, Causeway Bay
Hong Kong
Attn: Ms. Fanny Choy
Fax: 852 - 3747 5693

To the Agent:

Ecuamining Mineral S.A.
Kennedy Norte Mz 704 villa 23-24
Guayaquil-Ecuador
Attn: Mr. Peng Yonglian
Fax: 593-22245472

and/or to such other address as hereafter shall be furnished.

Miscellaneous

This Agreement:


- (a) Represents the entire agreement and understanding of the parties hereto;
- (b) Is executed by individuals duly authorized to sign for each party to this Agreement and are empowered to bind that party; and
- (c) May be amended or modified only by an instrument in writing mutually agreed to, and signed by both parties to this Agreement.



Execution

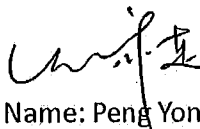
IN WITNESS WHEREOF, the parties hereto executed this Agreement at the place and on the date set forth above.

Like Top Corporation Limited
(as Buyer)



Name: Zhou Jianren
Title: Director

ECUAMINING MINERAL S.A.
(as Agent)



Name: Peng Yonglian
Title: General Manager