

Memorandum of Agreement (MoA)

协议书

Between 由以下企业签署

LIMPOPO ECONOMIC DEVELOPMENT AGENCY

林波波省经济发展署（简称“The Agency”）

A Provincial Government Business Enterprise constituted in terms of the

Limpopo Economic Development Agency Act, 5 of 2016

根据林波波省经济发展署 2016 年 5 号法案组建的省政府商业企业

And 和

South African Energy Metallurgical Base (Pty) Ltd (SAEMB)

南非能源冶金基地有限公司（简称“SAEMB”）

Registration No. 2014/097453/30

注册号：2014/097453/30

And 和

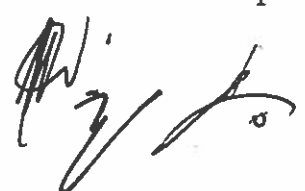
TAIYUAN IRON & STEEL (GROUP) CO., LTD. (TISCO)

太原钢铁（集团）有限公司（简称“太钢”）

For the development of power plant, coking, ferrochrome and stainless

steel projects in Musina Makhado Special Economic Zone.

为木西纳-卖康度特别经济区的发电、焦化、铬铁和不锈钢项目开发。

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WHEREAS 鉴于

(A) Pursuant to the provisions of the Special Economic Zones Act, 16 of 2014, and in terms of Government Gazette No. 41287 of 1 December 2017, The Agency's application for certain pieces of land to be designated as a special economic zone was approved by the Minister of Trade and Industry and was designated as the Musina-Makhado Special Economic Zone (South African Energy and Metallurgical Zone);

依据 2014 年 16 号特别经济区法案和 2017 年 12 月 1 日 No.41287 官方公告, The Agency 关于将确定区域规划为特别经济区的申请获得南非贸工部的批准并命名为木西纳-卖康度特别经济区 (南非能源冶金经济特区);

(B) And whereas a permit in terms of section 32(4) have been issued by the Minister of Trade and Industry to the SAEMB to develop, operate and manage the Musina Makhado Special Economic Zone (South African Energy and Metallurgical Zone);

根据南非工贸部签发的 32 (4) 条款许可, SAEMB 负责木西纳-卖康度特别经济区 (南非能源冶金经济特区) 的开发运营和管理;

(C) And whereas representatives of The Agency, SAEMB held discussions with TISCO on the 20 April, 2018 with regard to the development of a power plant, coking, ferrochrome and stainless steel projects in Musina Makhado Special Economic Zone;

2018 年 4 月 20 日, The Agency、SAEMB 和太钢三方代表就开发木西纳-卖康度特别经济区的发电、焦化、铬铁和不锈钢项目进行了商谈;

(D) And whereas TISCO is the most complete and super large iron and steel joint enterprise which integrates mining and steel production, processing, distribution and trade, and is also the leading enterprise in the global stainless steel industry;


太钢是集矿山采掘和钢铁生产、加工、配送、贸易为一体的最完备和最具竞争力的特大型钢铁联合企业, 也是全球不锈钢行业领军企业;

(E) And TISCO is desirous of investing into the development, operation and management of power plants, coking, ferrochrome and stainless steel projects in Musina Makhado Special Economic Zone;

太钢有意愿在木西纳-卖康度特别经济区投资开发和运营管理发电、焦化、铬铁、不锈钢项目;

(F) And the parties are desirous to work together in order to attain the goals as set out in this memorandum of understanding.

各方均有意愿共同努力以达到备忘录设定目标。

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NOW THEREFORE IT IS AGREED AS FOLOWS: 为此，现达成一致如下：

1. Work PRINCIPLE and SCOPE 工作原则和范围

1.1 The Parties express interest to cooperate in the development, operation and management of power plants, coking, and ferrochrome and stainless steel projects in Musina Makhado Special Economic Zone and to promote bilateral economic cooperation between South Africa and China.

各方均表示有意在木西纳-卖康度特别经济区就投资开发和运营管理发电、焦化、铬铁、不锈钢项目进行合作，以促进中南双边经济合作。

1.2 TISCO：太钢：

a. Confirms its interests to invest, build, operate and manage power plants, coking, and ferrochrome and stainless steel projects in the Musina-Makhado Special Economic Zone (Energy Metallurgy Special Economic Zone of South Africa).

确认有在木西纳-卖康度特别经济区（南非能源冶金经济特区）投资建设和运营管理发电、焦化、铬铁、不锈钢项目的意愿。

b. Undertakes to perform feasibility studies on the construction of a power plant, coking, ferrochrome, stainless steel and other projects will be conducted while the conditions are fulfilled.

承诺在满足一定的条件下开展发电、焦化、铬铁、不锈钢和其它项目建设的可行性研究。

c. Have the right to determine the most suitable project capacity construction plan for the project.

有权确定最合适的项目产能建设方案。

d. TISCO plans to build up an integrated production line including, coking plant, power generation plant, Chrome and Manganese alloy plant, iron making plant, stainless steel making plant, hot rolling plant etc.

The estimated steelmaking capacity is around 2 million tons per annum. Estimated investment size: 4 billion USD. Construction of the project will take approximately 6 years to complete and will be constructed in stages.

拟投资规划建设南非能源冶金经济特区焦化厂、自备电厂、铬锰铁合金厂、炼铁厂、不锈炼钢厂、热轧厂等项目。炼钢产能规模约 200 万吨、预计投资规模 40 亿美元。项目建设期 6 年，分期建设。

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1.3 The Agency and SAEMB undertakes to: The Agency 和 SAEMB 承诺如下：

- a. Provide TISCO with all relevant documentation that may be required for the execution of the project.
向太钢提供项目所需的所有相关文件。
- b. To assist TISCO in procuring relevant regulatory approvals required for the project of this nature from relevant authorities.
协助太钢从有关当局获得项目所需的相关许可。
- c. Provide TISCO and or its representatives or agents with access to the land.
向太钢和/或其代表或代理提供土地便利。
- d. Provide TISCO with relevant support that may be required for the production and operation of the project.
向太钢提供项目生产和运营所需的相关支持。
- e. The Agency will assist TISCO in complying with the applicable legislation in South Africa including, but not limited to Economic Empowerment legislation.
将给予太钢南非相关法律方面的协助，包括但不限于黑人经济振兴法案。

1.4 The parties shall endeavor to put all efforts.

各方均愿意为此项目的合作推进付出最大的努力。


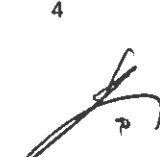
2. Intellectual Property Rights 知识产权

All intellectual property rights of the Feasibility Study which performed by TISCO shall belong to TISCO.

太钢拥有对于自己可行性研究报告的知识产权。

3. COSTS AND EXPENSES 花费和费用

Unless otherwise agreed in writing by the Parties, each Party shall be responsible for its own costs and expenses (including but not limited to travel costs) incurred in connection with the MOA. If any costs for services or activities directly related to the promotion of the Project which does not fall within any single Party's roles or responsibilities and benefit all Parties, all such services or activities shall require prior authorization of all the Parties.

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除非各方另有约定，每一方负责其各自由本协议书所导致的费用（包括但不限于差旅费）。在推进本项目过程中，如果某些服务和活动非单一方应承担且对所有方都有利，而这类服务和活动会产生费用，则这类服务和行为应在取得所有方认可后实行。

4. Duration of this MoA 协议有效期

This MoA shall come into force upon signature by the party signing last and shall remain in force for a period of one (1) year. The duration of the MoA may be extended by the parties in writing, 30 days prior the expiration of the said term.

本协议书在签字后生效，效力为一年，如需对本协议书进行延期则至少须在协议书失效前 30 天提出请求并征得各方书面同意。

5. CONFIDENTIALITY 保密条款

5.1 The Parties agree that by entering into this MoA it will be necessary to provide each other with certain confidential information relating to the Project, provided that no Party, acting reasonably, shall be obliged to disclose to any other third party, documentation relating to the Project not intended for release outside such Party's organization (other than its own advisors, consultants, agents, bankers and/or government agencies).

各方同意，在签订本协议书时，有必要向对方提供与该项目有关的某些机密信息，但任何一方均不得向任何其他第三方（各方自己的顾问、代理人、银行和/或政府机构除外）披露与该项目相关的不宜外泄的文件。

5.2 The confidentiality obligations and undertakings set out in this MoA do not apply to information which is:

本协议书中的保密义务和承诺不适用于以下信息：

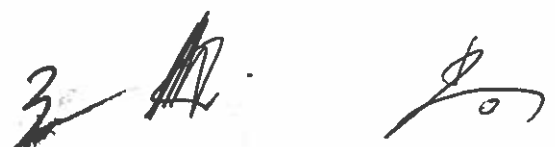
5.2.1 At the time of disclosure to the other Party, is in the public domain or subsequently comes into the public domain other than by reason of a breach of this MOA; or

在披露给其他第三方时已经处于被公开状态的信息，或者非由于违反本协议书而被公开的信息；

5.2.2 Already lawfully in the other Party's possession on a non-confidential basis, prior to its disclosure or which is known to the other Party before the date the information is disclosed.

在披露之前已经作为非保密信息被其他第三方所拥有的信息。

5.3 The Parties acknowledge and agree that their confidentiality obligations and undertakings under this MoA shall be continuing and in particular shall



survive for a period of two (2) years after the termination of this MoA.

各方承诺并且同意在终止本协议书后的两年时间内仍承担本协议书下的保密义务和承诺。

6. ASSIGNMENT 不可分割性

The Parties may not assign any of their rights or obligations under this MoA other than to affiliates without prior written approval of the others.

各方在未得到其他各方同意的情况下不得转让其本协议书项下的权利或义务。

7. Dispute Settlement 争议解决

The Parties shall resolve any dispute or contraventions from or in connection with this through amicable consultation and negotiation between the Parties.

对本协议书本身或由本协议书所导致的的争议或矛盾，各方将通过友好协商解决。

8. NOTICES 通知

Any communication or documents given to the other Party shall be in writing and shall be deemed to have been duly delivered to the Party to which it is addressed to as follows:

给予另一方的任何文件通信都应以书面形式进行，并应视为已适当地交付给其如下所述的代表：

Mr Morore Benjamin Mphahlele

Chief Executive Officer: Limpopo Economic Development Agency

Address: Street Address Enterprise Development House, Main Road
Lebowakgomo, 0737


Tel: +27 15 633 4700

Email: mb.mphahlele@lieda.co.za

Mr. Chuanhua Shang

President: SAEMB

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Address: First Floor, Block 5, Bedford Office Park, 3 Riley Road, Bedfordview
Gauteng, 2007, South Africa

Tel: +27 82 716 9999

Email: frankshang@emsez.com

Mr. Lixin Wang
Vice President and Chief Economist: TISCO

Address: 2 Jianchaoping Street, Taiyuan, Shanxi Province, P. R. China.

Tel: +86 351 2136458

Email: Jiasj@tisco.com.cn

9. Language 语言

This MoA is written in Chinese and English. The English version shall prevail in case of inconsistencies between the Chinese and the English version.

本协议中英文签署。如中英文版本有差异，以英文版本为准。

10. Miscellaneous 其他

10.1 Variations to be in writing 协议修改

No additions to or variation, deletion or agreed cancellation of all or any clauses or provisions of this agreement will be of any force of effect unless in writing and signed by the parties.

本协议的任何条款或规定如有任何更改、删除或取消，都需经各方书面同意并签字方可生效。

10.2 Whole Agreement 全部协议

This agreement constitutes the whole of the agreement among the parties relating to the matter dealt with herein and no undertaking, representation, term or condition relating to the subject matter of this agreement not incorporated in this agreement shall be binding on either of the parties.

本协议涵盖双方就本协议所涉及的所有事项，与本协议无关的任何承诺、陈述、期限或条件均不对任何一方具有约束力。



10.3 Applicable Law and Jurisdiction 适用法律和管辖权

This agreement shall be governed by and constructed in accordance with the laws of the Republic of South Africa.

本协议书由南非共和国法律管辖及解释。

10.4 Mutual Support 相互支持

The parties undertake at all times to do all such things, perform all such actions and take all steps as may be opened to them.

协议各方需始终采取必要的措施和行动，并相互公开透明。

11. This MoA represents the true meaning of the parties and it does not constitute a formal binding agreement between the parties, except the confidentiality (Clause 5) which is binding on the parties, beyond the expiry or termination of this MoA.

本协议书仅作为各方合作意愿的真实意思表示，除第五条保密条款外，其余不具备法律强制约束力。各方的权利义务安排以最终签署的正式协议为准。

-----No Text-----

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LIMPOPO ECONOMIC DEVELOPMENT AGENCY (The Agency)

Signed by  in South Africa on the 24th July, 2018

South African Energy Metallurgical Base (Pty) Ltd (SAEMB)

Signed by  in South Africa on the 24th July, 2018

TAIYUAN IRON & STEEL (GROUP) CO., LTD. (TISCO)

Signed by  in South Africa on the 24th July, 2018