

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme

Tietto Minerals Limited (TIE)

ACN/ARSN

ACN 143 493 118

1. Details of substantial holder (1)

Name

Chijin International (HK) Limited

ACN/ARSN (if applicable)

The holder became a substantial holder on

16 / 09 / 2022

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	85,000,000	85,000,000	7.87% (based on 1,079,793,278 ordinary shares on issue)
Ordinary shares	265,788	265,788	0.02% (based on 1,079,793,278 ordinary shares on issue)

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Chijin International (HK) Limited	Relevant interest under section 608(1) of the Corporations Act 2001 (Cth) (Corporations Act)	85,265,788 ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Chijin International (HK) Limited	Chijin International (HK) Limited	Chijin International (HK) Limited	85,265,788 ordinary shares

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Chijin International (HK) Limited	16 / 09 / 2022	AS\$0.58 per TIE share pursuant to the Agreement (Annexure A)		85,000,000 ordinary shares

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Chijin International (HK) Limited	Suite 603, 6/F Laws Comm Plaza, 788 Cheung Sha Wan Rd, Kowloon, Hong Kong

Signature

print name **YANG, Yifang**

capacity **Director**

sign here

Lydia Yang

date **19 / 09 / 2022**

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure "A"

This is Annexure "A" of 13 pages referred to in the Form 603 (Notice of Substantial Holder), signed by me and dated 19 September 2022.

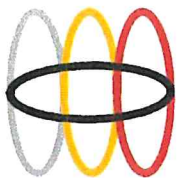
Lydia Yang

YANG, Yifang

Director

Chijing International (HK) Limited

For personal use only



Tietto Minerals Ltd

Australian Company Number 143 493 118

9 September 2022

Chijin International (HK) Limited
Suite 603, 6/F Laws Comm Plaza
788 Cheung Sha Wan Rd, KL, Hong Kong

By email: jhuang@gsr.com

Dear Mr Huang

Private Placement of Shares

1. Binding Letter form agreement

This letter (**this agreement**) records each and all the terms and conditions reached between the Parties (as defined below) on the Placement (as defined below), which shall take legal effect and bind the Parties upon the execution by the Parties.

2. Placement

In consideration of the promises and the mutual agreements reached between the Parties, Tietto Minerals Limited (ACN 143 493 118) (**Company**) is pleased to offer Chijin International (HK) Limited (**Investor**, and together with the Company, the **Parties** and each a **Party**) or its nominee the opportunity to subscribe for up to 85,000,000 new fully paid ordinary shares in the Company (**Placement Shares**) at a price of A\$0.58 per ordinary share (being the 20-day volume weighted average price of the Company's shares as at 7 September 2022, calculated at a 15% premium) (**Placement Price**) on or prior to the Completion Date (as defined below) (**Placement**).

3. Placement Shares

3.1 Placement

Subject to the terms and conditions of this agreement, the Company must allot and issue and the Investor must subscribe for the Placement Shares at the Placement Price on 16 September 2022, or such other date as may be agreed to in writing between the Company and the Investor (**Completion Date** and **Completion**).

3.2 Agreement constitutes application and consent

Execution of this agreement by the Investor constitutes (i) an application by the Investor to subscribe for the Placement Shares at Completion, and (ii) an agreement to become a member of the Company for the purposes of section 231(b) of the *Corporations Act 2001* (Cth) (**Corporations Act**) and to be bound by the constitution of the Company.

3.3 Investor's right to nominate

Without prejudice to any obligation of the Investor under this agreement, the Investor is entitled to, on or prior to Completion, nominate any person to be registered as the legal and beneficial owner of the Placement Shares at Completion (such person being the **Investor's Nominee**), provided that any Investor's Nominee must be a Related Body Corporate (**Related Body Corporate**, as defined under section 50 of the Corporations Act) of the Investor.

Tietto Minerals Ltd

Unit 7, 162 Colin Street| West Perth | Western Australia |Australia | Post Code 6005 | Web: www.tietto.com
Tel: +61 8 9420 8270|Fax: +61 8 6316 1428

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3.4 Obligations at Completion

The Completion will take place at 4:00p.m. (AWST) at Perth, Western Australia, on the Completion Date, unless otherwise agreed to in writing by the Parties. At Completion and in accordance with the terms of this agreement:

- (a) the Investor must pay to the Company the Placement Price per Placement Share, being a total of A\$49,300,000.00 (**Placement Amount**) in cash in immediately available funds;
- (b) the Company must:
 - (i) give to the Investor a certified copy of all resolutions of the board of directors of the Company (**Board**) authorising the execution, delivery and performance of this agreement by the Company and the consummation of the transactions contemplated by the Board;
 - (ii) upon clear receipt of the full payment of the Placement Amount, issue and allot the Placement Shares to the Investor (or, if applicable, the Investor's Nominee);
 - (iii) apply for quotation of the Placement Shares on the Australian Securities Exchange (**ASX**), including by lodging an Appendix 2A – Application for quotation of securities with the ASX;
 - (iv) lodge with ASX a cleansing notice for the purposes of section 708A(5)(e), provided that if the Company is unable to issue a cleansing notice within 1 business day from Completion, then the Company must otherwise take all actions, as soon as possible, to correct all defects and to allow the Placement Shares to be freely tradeable in accordance with the Corporations Act;
 - (v) register the Placement Shares in the Company's register of members, or ensure that the Company's share registry does so, in the name of the Investor (or, if applicable, the Investor's Nominee), free from any security interest imposed by the Company; and
 - (vi) procure the Company's share registry to issue and dispatch a holding statement that includes reference to the Placement Shares to the Investor (or, if applicable, the Investor's Nominee);
- (c) the Parties acknowledge and agree that, in respect of Completion:
 - (i) the obligations of the Parties under this agreement are interdependent; and
 - (ii) all actions required to be performed will be taken to have occurred simultaneously on the Completion Date.

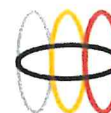
3.5 Completion Termination

Notwithstanding anything to the contrary contained in this agreement, if Completion does not occur by 11:59 p.m. (AWST) on the Completion Date, either Party may terminate this agreement by providing notice to the other Party, unless otherwise agreed by the Parties in writing.

3.6 Obligations post-Completion

Subsequent to Completion:

- (a) (**Transaction consideration**) notwithstanding clause 9.1, the Investor may at its sole discretion launch a takeover bid under Chapter 6 of the Corporations Act or such other



arrangement at any time to acquire the Company (**Transaction**), and the Company shall consider the terms and conditions in connection with the Transaction proposed by the Investor;

- (b) (**Future offers**) notwithstanding clause 9,
- (i) without prejudice to Investor's rights and entitlements under clause 3.6(a) in relation to initiating any Transaction, any time within 12 months from the Completion Date (subject to Completion occurring), if the Company undertakes or proposes to undertake any Equity Raising (as defined below), then the Company must ensure that the Investor is given the right to participate in such Equity Raising (if applicable, on the same terms and conditions, including the price, as all other participants in that Equity Raising), provided that such participation will only allow the Investor (including its Associates) to acquire, in aggregate, a relevant interest in no more than 19.99% of the voting rights in the Company (**Investor Equity Cap**);
 - (ii) in addition to the Investor's rights and entitlements under the foregoing clause 3.6(b)(i), any time after the Completion (subject to Completion occurring), the Investor shall also have the right, but not the obligation, to participate in future Equity Raisings of the Company on the same terms and conditions, including the price, offered by the Company;
 - (iii) it being understood that, if and to the extent that any Equity Raising to be undertaken by the Company under clause 3.6(b)(i) or 3.6(b)(ii) involves an issue of **Convertible Securities** (as defined in the ASX Listing Rules), then the Investor's right to participate in such Equity Raising will be determined on an "as converted" basis as at the date of issue of the Convertible Securities; and
 - (iv) for the purpose of this agreement, **Equity Raising** means any equity raising by way of the issue of any securities, including, but not limited to, a placement, entitlement issue or share purchase plan, but excluding an issue of any securities:
 - (A) under a dividend, distribution plan or an employee incentive scheme (all as defined in the ASX Listing Rules); or
 - (B) pursuant to any takeover bid under Chapter 6 of the Corporations Act made by the Company or any of its Related Bodies Corporate or any scheme of arrangement.

3.7 Legal advice

- (a) The Company acknowledges that it has received legal advice on this document and the operation of clause 3.6.
- (b) The Parties agree not to make or cause or permit to be made, any application to a court or the Takeovers Panel for or in relation to a determination in relation to clause 3.6.

3.8 Board appointment

Within 90 days after the Completion Date, the Investor will nominate in writing a representative to be appointed as a non-executive director to the Board (being a person who holds or is eligible to obtain a director identification number issued by the Australian Business Registry Services and who is reasonably acceptable to the Company) (**Representative**), and



the Board will appoint the Representative to the Board, provided that Representative first provides their written consent to become a director of the Company.

4. Conditions Precedent

(a) Conditions precedent prior to Completion

The Company and the Investor are only obliged to perform their obligations in relation to Completion if the following conditions (**Conditions**, and each a **Condition**) are satisfied or waived by the Party or Parties identified as being entitled to the benefit of that Condition:

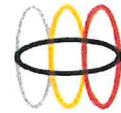
Condition	Party entitled to benefit
(i) Foreign Regulatory Approvals – the Investor obtains all foreign regulatory approvals which are necessary to carry out the Placement (unconditionally or subject to conditions acceptable to the Company and the Investor) including from: (A) Shanghai Stock Exchange (SSE); and (B) the regulators for the purposes of Chinese outbound investment approvals (in the form of verifications or filing for registration).	The Investor
(ii) No prohibition – as at the Completion Date, no law or order of any government agency has been enacted, issued, entered, promulgated or endorsed by any government agency of competent jurisdiction, and no claim has been commenced against either Party that would prevent Completion or otherwise prohibit the Placement.	Parties

4.2 Obligation to satisfy Conditions Precedent

Each of the Investor and the Company must use its reasonable endeavours to ensure or procure that the Conditions are satisfied on or before the day before the Completion Date, or such other date as may be agreed to in writing between the Company and the Investor (**Conditions Precedent Date**).

4.3 Satisfaction, waiver or failure of Conditions

- (a) The Company and the Investor must each promptly notify the other in writing if it becomes aware that a Condition:
 - (i) is satisfied; or
 - (ii) becomes incapable of being satisfied before the date by which that Condition is required to be fulfilled.
- (b) A Party with the benefit of a Condition may waive a Condition by giving written notice to the other Party specifying that it no longer requires the Condition to be fulfilled (provided such waiver of the Condition is permitted by law and that Completion has not already occurred).
- (c) If more than one Party has the benefit of a Condition, that Condition may only be waived if each Party with the benefit of the Condition gives notice to the other Party, specifying that it no longer requires the Condition to be fulfilled (provided such waiver of the Condition is permitted by law and that Completion has not already occurred).

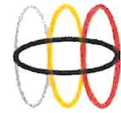


- (d) A Party may terminate this agreement by giving written notice to the other Party, if any Condition, of which such Party is entitled to the benefit, has not been or is not likely to be satisfied or waived (except for those Conditions that by their terms or nature are to be satisfied at Completion, but subject to the satisfaction or waiver of such Conditions at Completion) on or prior to the close of business on the Conditions Precedent Date; provided, that the right to terminate this agreement pursuant to this clause 4.3(d) shall not be available to such Party if the failure of the satisfaction of any Condition by the close of business on the Conditions Precedent Date is primarily attributable to a failure on the part of such Party to perform any of its respective obligations under this agreement.

5. Representations, Warranties and Agreements

5.1 Company Warranties

- (a) The Company represents and warrants to the Investor that:
- (i) the Company is a body corporate validly existing under the laws of its place of incorporation;
 - (ii) the Company has the power and capacity to enter into and perform its obligations under or in connection with this agreement and to own its assets and to carry on its business as it is now being conducted;
 - (iii) the Company and its directors have taken all necessary actions to authorise the signing, delivery and performance of this agreement;
 - (iv) this agreement constitutes valid and binding obligations upon the Company enforceable in accordance with its terms by appropriate legal remedy pursuant to and under the applicable laws;
 - (v) the execution, delivery and performance by the Company of this agreement will not:
 - (A) result in a breach of any provision of the constitution of the Company;
 - (B) result in a breach of, or constitute a default under, any instrument to which the Company is a party or by which the Company is bound and which is material in the context of the transactions contemplated by this agreement;
 - (C) result in a breach of any order, judgment or decree of any court or governmental agency to which the Company is a party or by which the Company is bound and which is material in the context of the transactions contemplated by this agreement;
 - (vi) the Company has complied with all its disclosure requirements under the Corporations Act and the ASX Listing Rules and there is no material information or circumstance which the Company is obliged to notify ASX about, pursuant to Listing Rule 3.1;
 - (vii) the Company has not withheld any information on the Company and its respective businesses, assets and undertakings (including financial information), that may be relevant to the Investor's decision to enter into this agreement, and had such information been disclosed, would render any disclosure made by the Company untrue, incorrect or misleading;
 - (viii) on their issue, the Placement Shares issued under the Placement will be validly issued and rank on an equal footing in all respects with the then existing ordinary shares in the capital of the Company;



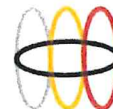
- (ix) on issue of the Placement Shares, the Investor will be the holder of the Placement Shares free from any encumbrance or third party interest;
- (x) the issue of the Placement Shares will not breach ASX Listing Rules 7.1 or 7.1A, or to the Company's knowledge, any other ASX Listing Rule;
- (xi) no determination under section 708A(2) of the Corporations Act is in force in respect of the Company;
- (xii) the Company has not taken any action designed to, or likely to have the effect of, terminating its listing from, or the quotation of its securities on ASX, nor has it received any notification that the ASX is contemplating terminating its listing or the quotation of any of its securities;
- (xiii) the Company is not aware of any event or circumstance existing, pending or threatened, including without limitation, any suspension from trading on ASX or any determination made by ASIC, that will or would reasonably be expected to give rise to or serve as a basis for (with or without notice or lapse of time) any failure to lodge with ASX a cleansing notice by the Company at Completion in accordance with clause 3.4(b)(iv);
- (xiv) the Company does not own or have any interest in any real property, tenements or mineral rights in Australia;
- (xv) the Company is not currently in negotiations or discussions in respect of any **Rival Transaction** (meaning any other offer, proposal or expression of interest from any third party that is or is likely to be competitive with the Placement or the Transaction) or any **Competing Proposal** (meaning any takeover bid under Chapter 6 of the Corporations Act or any transaction or arrangement, directly or indirectly, under which a person or two or more persons who are Associates would acquire an interest in more than 20% of the Company's ordinary shares or the whole or a material part of the Company, acquire Control of the Company within the meaning of section 50AA of the Corporations Act, or otherwise acquire or merge with the Company), and has not received any offer, proposal or expression of interest from any third party to initiate a Rival Transaction or Competing Proposal;
- (xvi) the Company has 994,527,490 securities on issue as of the date of this agreement, other than those securities and the Placement Shares, the Company has not issued or agreed to issue any other securities or instruments which are still outstanding and which may convert into shares of the Company,

(**Company Warranties**, and each a **Company Warranty**).

- (b) The Company represents and warrants to the Investor that each of the Company Warranties is true, accurate and not misleading as at the date of this agreement and the Completion Date.

5.2 Investor Warranties

- (a) The Investor represents and warrants to the Company that:
 - (i) the Investor is a body corporate validly existing under the laws of its place of incorporation;
 - (ii) the Investor has taken all necessary action to authorise the signing, delivery and performance of this agreement;
 - (iii) the Investor has the power and capacity to enter into and perform its obligations under or in connection with this agreement;



- (iv) this agreement constitutes valid and binding obligations upon the Investor enforceable in accordance with its terms by appropriate legal remedy pursuant to and under the applicable laws;
- (v) to the best of its actual knowledge, the Investor (or, if applicable, the Investor's Nominee) is a person to whom an offer of Placement Shares pursuant to this agreement can lawfully be made under all applicable laws, and it is a person to whom the Placement Shares can lawfully be issued under all applicable laws; and
- (vi) the entering into this agreement and the consummation of the Placement by the Investor is in compliance, in all material respects, with relevant laws and regulations (including, if applicable, the requirements under the *Foreign Acquisitions and Takeovers Act 1975* (Cth)),

(Investor Warranties, and each an Investor Warranty).

- (b) The Investor represents and warrants to the Company that each of the Investor Warranties is true, accurate and not misleading as at the date of this agreement and the Completion Date.

6. Termination Events

6.1 Termination by the Company

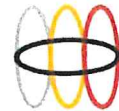
The Company may terminate this agreement without liability at any time before Completion by notice in writing to the Investor if:

- (a) **material breach:** any of the Investor Warranties ceases to be true, accurate or not misleading in any material respect, or the Investor commits a material breach of this agreement, and that such material breach of any Investor Warranty or Investor's obligation is incapable of remedy, or if capable of remedy, is not remedied by the Investor within 5 days of receiving written notice from the Company specifying the breach and demanding the Company to rectify such breach; or
- (b) **insolvency:** the Investor:
 - (i) is placed into insolvency;
 - (ii) is the subject of any made or threatened order for winding up; or
 - (iii) has been placed into administration.

6.2 Termination by the Investor

The Investor may terminate this agreement without liability at any time before Completion by notice in writing to the Company if:

- (a) **material breach:** any of the Company Warranties ceases to be true, accurate or not misleading in any material respect, or the Company commits a material breach of this agreement, and that such material breach of Company Warranties or Company's obligation is incapable of remedy, or if capable of remedy, is not remedied by the Company within 5 days of receiving written notice from the Investor specifying the breach and demanding the Company to rectify such breach;
- (b) **insolvency:** the Company:
 - (i) is placed into insolvency;
 - (ii) is the subject of any made or threatened order for winding up; or



(iii) has been placed into administration.

6.3 Other Termination

This agreement may otherwise be terminated at any time before Completion:

- (a) **mutual agreement:** by mutual written consent of the Parties; and
- (b) **non-satisfaction of Condition:** by any Party, who is entitled to terminate this agreement in accordance with clause 4.3(d).

6.4 Termination

- (a) Unless otherwise stated in this agreement, where a Party has a right to terminate this agreement, that right for all purposes will be validly exercised if that Party delivers a notice in writing to the other Party specifying the event or events in relation to which the notice is given and stating that it terminates this agreement.
- (b) If this agreement is terminated in accordance with this clause 6, without prejudice to any other rights, powers or remedies provided by applicable law, each Party is released from its obligations under this agreement with effect from the time of termination.
- (c) A termination of this agreement will not affect any other rights the Parties have against one another at law or in equity in connection with any breach or claim that has arisen before termination.

6.5 Survival of termination

Notwithstanding other provisions under this agreement, clauses 6, 7, 11 and 12 will survive termination of this agreement.

7. Confidentiality

7.1 Recipient must keep information confidential

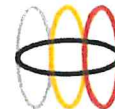
Where one Party to this agreement (**Disclosing Party**) discloses or otherwise makes available for review information which is confidential, or can be reasonably be inferred to be confidential and is disclosed in connection with this agreement (**Confidential Information**) to the other Party (**Recipient**), the Recipient must:

- (a) use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations under this agreement; and
- (b) keep all the Disclosing Party's Confidential Information confidential and not disclose it to any third party except as:
 - (i) otherwise permitted under this agreement; and
 - (ii) provided for in clause 7.2 below.

7.2 Permitted disclosures

The Recipient may disclose the Disclosing Party's Confidential Information:

- (a) to the Recipient's representatives provided that:
 - (i) those representatives need to know that Confidential Information for the purpose of carrying out their responsibilities and duties (and only to the extent that each has a need to know);



- (ii) those representatives are under an obligation to the Recipient to keep the Disclosing Party's Confidential Information confidential on terms similar in all material respects to the terms set out in this clause; and
- (iii) the Recipient ensures that those representatives keep the Disclosing Party's Confidential Information confidential in accordance with this clause;
- (b) with the prior written consent of the Disclosing Party; and
- (c) to the extent that the disclosure is required by applicable law, legal process, any order or rule of any government agency, the rules of a recognised stock exchange, or otherwise to comply with its regulatory obligations and provided that:
 - (i) the Recipient immediately notifies the Disclosing Party of the particulars of the required disclosure; and
 - (ii) the Recipient gives the Disclosing Party all assistance reasonably required by the Disclosing Party to enable the Disclosing Party to take any steps available to it to prevent the disclosure or to ensure that it occurs subject to an obligation of confidence.

7.3 Survival of confidentiality obligations

The Recipient's obligations under this clause 7 continue for:

- (a) a period of 12 months from the date of this agreement, should the Completion occur under this agreement; and
- (b) a period of 6 months from the date of this agreement, should the Completion not occur under this agreement.

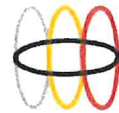
8. Announcements

- (a) Subject to paragraph (b) below, no Party may, before or after Completion, make or send a public announcement, communication or circular concerning the transactions referred to in this agreement unless it has first obtained the prior written consent of the other Party, which consent is not to be unreasonably withheld or delayed; and
- (b) Paragraph (a) above does not apply to a public announcement, communication or circular required by law or a regulation of a stock exchange, if the Party required to make or send it has, to the maximum extent reasonably permitted by the circumstances provided:
 - (i) the other Party with sufficient notice and opportunity to comment on such public announcement;
 - (ii) the other Party with sufficient notice to enable it to seek a protective order or other remedy; and
 - (iii) all assistance and co-operation that the other Party considers necessary to prevent or minimise that disclosure.

9. Standstill

9.1 Standstill

Subject to clauses 3.6 and 9.2 and other than in respect of the Placement Shares to be issued to the Investor under this Agreement, without the prior written consent of the Company, the Investor must not, and must ensure that its Related Bodies Corporate do not, from the date of



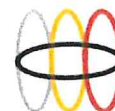
this agreement until the date that is three months after the Company announces to the ASX that the Abujar Gold Mine has its first gold pour (commenced production), directly or indirectly:

- (a) acquire, purchase or offer or agree to acquire or purchase any securities (or direct or indirect rights, warrants or options to acquire any securities) of the Company or its Related Bodies Corporate;
- (b) enter into any agreement or arrangement that gives the Investor rights that have an economic effect that is equivalent, or substantially equivalent to, the acquisition, holding or disposal of securities of the Company (including cash-settled derivative contracts, contracts for difference, swaps or other derivative contracts);
- (c) enter into or propose to enter into, directly or indirectly, any arrangement for a merger or business combination, including any Competing Proposal, involving the Company or any Related Body Corporate of the Company;
- (d) other than in the ordinary course of business, acquire, agree to acquire or make an invitation, offer or proposal to acquire any assets of the Company or a Related Body Corporate of the Company or otherwise to support a Competing Proposal;
- (e) solicit proxies from shareholders of the Company, or otherwise seek to influence or control the management or policies of the Company;
- (f) announce an intention to do any of the things referred to in the foregoing clause 9.1(a) to 9.1(e); or
- (g) assist (including by providing Confidential Information), encourage, facilitate, procure, counsel, induce, instruct or ask any other person to do any of the things referred to in the foregoing clause 9.1(a) to 9.1(e).

9.2 Exceptions to Standstill

The restrictions in clause 9.1 do not apply to the extent that an action occurs in accordance with:

- (a) a scheme of arrangement between the Company and its security holders, recommended by the directors of the Company, under which the Investor will acquire all the securities of the Company;
- (b) a takeover bid by the Investor under Chapter 6 of the Corporations Act that is recommended by the directors of the Company;
- (c) a takeover bid by the Investor under Chapter 6 of the Corporations Act where a Competing Proposal has been announced by the Company;
- (d) a takeover bid by a third party under Chapter 6 of the Corporations Act and the Investor would like to offer a Competing Proposal;
- (e) any transaction or arrangement initiated by the Investor in accordance with clause 3.6(a);
- (f) any exercise of the rights and entitlements by the Investor in accordance with clause 3.6(b);
- (g) any top-up investment by the Investor, pursuant to which the Investor may, at the time when its shareholding percentage in the Company is no more than the Investor Equity Cap, acquire, purchase or offer or agree to acquire or purchase any securities (or direct or indirect rights, warrants or options to acquire any securities) of the Company from then existing security holders of the Company or in the open market in an amount



sufficient to increase or restore its shareholder percentage in the Company up to the Investor Equity Cap; or

- (h) the prior written consent of the Company.

10. Counterparts

This agreement may be executed in counterparts. All executed counterparts constitute one document.

11. Governing Law and Jurisdiction

This agreement is governed by and is to be construed according to the laws of Western Australia and the Parties irrevocably submit to and accept generally and unconditionally the non-exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to this agreement.

12. Notices

Any notice to be given relating to this agreement or your acceptance of the offer of Placement Shares may be sent by email to the below email addresses:

- (a) in the case of the Company

Attention: Mark Strizek

Email: mark.strizek@tietto.com

- (b) in the case of the Investor

Attention: Jesse Huang

Email: jhuang@gsr.com

and will be deemed to have been given upon the successful transmission of that email.

Terms used in this agreement that are not otherwise defined have the same meaning as those terms are defined under the *Corporations Act 2001* (Cth).

Yours faithfully

Mark Strizek
Executive Director
Tietto Minerals Limited




EXECUTED as an agreement.

Executed by Tietto Minerals Limited (ACN 143 493 118) in accordance with Section 127 of the Corporations Act 2001


Signature of director

CAIGEN WANG
Name of director (print)


Signature of director/~~company secretary~~
(Please delete as applicable)

MARK STREZ
Name of director/company secretary (print)

By signing above, each director or secretary (as applicable) consents to electronic execution of this document (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

Executed by Chijin International (HK) Limited in accordance with the laws of its jurisdiction

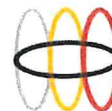
Signature of director

Name of director (print)

Signature of director

Name of director

By signing above, each director or secretary (as applicable) consents to electronic execution of this document (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its execution. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.



EXECUTED as an agreement.

Executed by Tietto Minerals Limited (ACN 143 493 118) in accordance with Section 127 of the *Corporations Act 2001*

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

By signing above, each director or secretary (as applicable) consents to electronic execution of this document (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its execution under section 127 of the Corporations Act. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.

Executed by Chijin International (HK) Limited in accordance with the laws of its jurisdiction

Signature of director

Signature of director

ZHAO Qiang

ZHOU Xinbing

Name of director (print)

Name of director

By signing above, each director or secretary (as applicable) consents to electronic execution of this document (in whole or in part), represents that they hold the position or are the person named with respect to their execution and authorises any other director or secretary (as applicable) to produce a copy of this document bearing his or her signature for the purpose of signing the copy to complete its execution. The copy of the signature appearing on the copy so executed is to be treated as his or her original signature.