

INTERNATIONAL BUSINESS EXCHANGE (IBE)

SCHEDULE 1

FOUNDER PARTNER FRAMEWORK

Attached to and forming part of the IBE Founder Partner Agreement

Effective Date: September 2026

1. PURPOSE OF SCHEDULE

This Schedule establishes the practical framework governing the appointment, responsibilities, authority, benefits and commercial arrangements of a Founder Partner of the International Business Exchange (IBE).

This Schedule must be read together with:

1. the IBE Founder Partner Agreement;
2. the IBE Charter;
3. applicable SA Khadinang Limited Board Resolutions; and
4. applicable laws and regulations.

In the event of a conflict with mandatory law, the law shall prevail.

2. FOUNDER PARTNER

Founder Partner Name / Entity:

Registration / Identification No.:

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Representative:

Position:

Address:

Email:

Telephone:

3. APPOINTMENT TERM

The Founder Partner is appointed for:

Three (3) years

commencing:

and ending:

The appointment may be renewed by written agreement.

4. FOUNDER PARTNER OBJECTIVES

The Founder Partner shall support the development of IBE by contributing, where applicable:

- strategic relationships;
- international business contacts;
- investors;
- business opportunities;
- trade opportunities;
- sector expertise;
- technical expertise;

- market access;
- institutional relationships;
- Embassy Chambers relationships;
- infrastructure opportunities;
- mining and mineral opportunities;
- entrepreneurship opportunities; and
- other approved strategic resources.

5. KEY RESPONSIBILITIES

The Founder Partner may be assigned responsibility for one or more of the following:

A. Business Development

Identifying and developing legitimate business opportunities.

B. International Relations

Developing relationships with international businesses, institutions and strategic stakeholders.

C. Embassy Chambers

Supporting the establishment and development of Embassy Chambers.

D. Investment Relations

Introducing legitimate investors and investment opportunities, subject to applicable laws.

E. Mining & Minerals

Identifying and supporting legitimate mining-sector opportunities subject to due diligence.

F. Infrastructure

Identifying infrastructure projects, developers, financiers and strategic partners.

G. Trade

Supporting import, export and market-access opportunities.

H. Entrepreneurship

Supporting SMEs, entrepreneurs and emerging businesses.

I. Strategic Partnerships

Identifying institutions and organisations capable of strengthening IBE.

6. FOUNDER PARTNER BENEFITS

Subject to this Agreement and approved commercial arrangements, a Founder Partner may receive:

- recognition as an IBE Founder Partner;
- inclusion in appropriate IBE partner materials;
- access to approved IBE networking opportunities;
- participation in approved business-development initiatives;
- opportunities to introduce businesses and investors;
- participation in Embassy Chambers initiatives;
- participation in approved sector desks;
- access to approved IBE events and forums;
- recognition on the IBE platform where approved;
- participation in international expansion initiatives; and
- other benefits approved in writing by SA Khadinang.

Founder Partner benefits do not constitute ownership of SA Khadinang Limited.

7. COMMERCIAL ARRANGEMENTS

No commission, success fee, revenue share, equity participation or other payment shall arise automatically from Founder Partner status.

Where a commercial arrangement is approved, it shall be recorded below or in a separate signed agreement.

Approved Commercial Arrangement:

Commission / Fee:

Revenue Share:

Success Fee:

Payment Trigger:

Payment Period:

Approved By:

8. INTRODUCED OPPORTUNITIES

Where a Founder Partner introduces a business, investor, project or strategic opportunity to IBE, the opportunity should, where appropriate, be recorded in the IBE opportunity-management system.

The record may include:

- date of introduction;
- name of prospect;
- organisation;
- sector;
- country;
- contact information;
- nature of opportunity;
- introducing Founder Partner;
- status; and
- agreed commercial arrangement, if any.

An introduction alone does not guarantee compensation.

9. AUTHORITY

The Founder Partner's authority shall be limited to the authority expressly granted in writing.

Unless separately authorised, the Founder Partner may not:

- sign contracts on behalf of SA Khadinang;

- incur debt on behalf of SA Khadinang;
- receive investor funds on behalf of SA Khadinang;
- open bank accounts on behalf of SA Khadinang;
- issue guarantees;
- promise investment returns;
- commit the Company to a mining transaction;
- sell or transfer Company assets;
- issue shares;
- appoint agents on behalf of the Company; or
- represent itself as a director, shareholder or legal representative of SA Khadinang.

10. INTERNATIONAL REPRESENTATION

A Founder Partner may represent IBE internationally only within the authority granted by SA Khadinang.

Where an international appointment is made, the appointment should specify:

- territory;
- sector;
- authority;
- duration;
- reporting requirements;
- expenses;
- commercial arrangements; and
- termination provisions.

11. REPORTING

The Founder Partner shall provide periodic reports where requested by the IBE Executive / Steering Committee or SA Khadinang.

Reports may include:

- prospects contacted;
- meetings held;
- business opportunities identified;

- investors introduced;
- partnerships developed;
- Embassy Chambers progress;
- sector opportunities;
- challenges;
- risks; and
- recommended next steps.

12. DUE DILIGENCE

The Founder Partner shall provide accurate information regarding opportunities introduced to IBE.

Where reasonably available, supporting information may include:

- company registration;
- ownership information;
- project documentation;
- licences;
- permits;
- financial information;
- technical reports;
- contractual rights;
- project location; and
- relevant regulatory information.

The Founder Partner shall not knowingly provide false or misleading information.

13. CONFIDENTIALITY

The Founder Partner shall protect all confidential IBE and Company information.

This includes:

- investor information;
- partner databases;
- business proposals;

- financial information;
- technical information;
- contracts;
- strategic plans;
- passwords and system information; and
- non-public commercial information.

Confidentiality obligations shall survive termination.

14. CONFLICT OF INTEREST

The Founder Partner shall promptly disclose any actual or potential conflict of interest.

The Founder Partner shall not secretly use an IBE opportunity for personal benefit where such conduct breaches this Agreement or applicable law.

15. BRAND AND COMMUNICATIONS

The Founder Partner may use IBE branding only for approved IBE activities.

All official public statements concerning IBE shall be accurate and must not imply:

- government endorsement;
- embassy representation;
- guaranteed investment;
- guaranteed financing;
- guaranteed mining rights;
- guaranteed returns; or
- guaranteed JSE listing.

16. EXPENSES

Expenses shall only be reimbursed where:

1. approved in advance;
2. incurred for an authorised IBE purpose; and
3. supported by appropriate documentation.

17. PERFORMANCE REVIEW

The Founder Partner's performance may be reviewed periodically.

The review may consider:

- business introductions;
- investor relationships;
- partnerships;
- opportunities;
- international expansion;
- Embassy Chambers development;
- reporting;
- compliance;
- professional conduct; and
- contribution to IBE objectives.

18. TERMINATION

The appointment may be terminated in accordance with the Founder Partner Agreement.

Upon termination, the Founder Partner shall immediately cease representing itself as an authorised IBE Founder Partner unless otherwise agreed in writing.

19. NO AUTOMATIC OWNERSHIP

Nothing in this Schedule grants the Founder Partner:

- shares in SA Khadinang;
- ownership of SA Khadinang;
- ownership of Company assets;
- ownership of mining rights;
- voting rights in SA Khadinang;
- directorship; or
- any other proprietary interest in the Company.

Any future equity arrangement shall require a separate written agreement and all necessary approvals.

20. FUTURE EQUITY OR PARTICIPATION

If the Company and Founder Partner later agree to an equity or ownership arrangement, the Parties shall execute a separate agreement addressing, as applicable:

- percentage interest;
- valuation;
- consideration;
- vesting;
- voting rights;
- shareholder rights;
- restrictions;
- transfer;
- dilution;
- exit;
- governance; and
- applicable regulatory and corporate approvals.

No such rights exist unless formally documented.

21. STRATEGIC OBJECTIVE

The Founder Partner acknowledges and supports the long-term IBE strategic objective:

“Together We Can List at the Johannesburg Stock Exchange.”

The Founder Partner acknowledges that this is an aspirational strategic objective and is not a guarantee of a JSE listing.

22. APPROVAL

This Schedule is approved as part of the Founder Partner Agreement.

SIGNATURES

FOR SA KHADINANG LIMITED

Name: Benjamin Didiza

Position: President / Director

Signature: _____

Date: _____

FOUNDER PARTNER

Name: _____

Entity: _____

Position: _____

Signature: _____

Date: _____

WITNESS 1

Name: _____

Signature: _____

Date: _____

WITNESS 2

Name: _____

Signature: _____

Date: _____