

Independent Contractor Mining Agreement

This agreement (the "Agreement") is made and entered into as of 25 of November 2014 between C&G Mining Company (the "Company"), a limited liability company existing under the laws of Ghana and having its principal offices at SC 10 Old Estates Accra And Mining Global Inc. located at 660 Via Corte, Suite B Wickenburg, AZ 85390 USA (the "Contractor") (collectively, the "Parties").

WHEREAS, the Company requests the Contractor to perform mining services for it and may request the Contractor to perform other services in the future; and

WHEREAS, the Company and the Contractor desire to enter into an agreement, which will define respective rights and duties as to all mining services to be performed,

WHEREAS, the Contractor affirms that it understands all of the provisions contained in this Agreement, and in the case that it requires clarification as to one or more of the provisions contained herein, he or she has requested clarification or otherwise sought legal guidance,

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1.0 Services. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Contractor shall provide the Company with the following services, without limitation.

- a. Prospecting for mining.
- b. Gold Mining

2.0 Contractor Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Contractor makes the following representations and warranties.

2.1 That it is fully authorized and empowered to enter into this Agreement, and that his or her performance of the obligations under this Agreement will not violate any agreement between the Contractor and any other person, firm or

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organization or any law or governmental regulation.

2.2 That he or she will notify the Company of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than two (2) weeks prior to such change(s). If the Contractor becomes aware of such change(s) within the two (2) week period, the Contractor shall promptly notify the Company of such change(s) within a reasonable amount of time.

2.3 That it will bear all expenses incurred in the performance of this Agreement.

2.4 That it shall observe all the environmental and safety rules and regulations in providing its mining services as required by the laws of Ghana.

2.5 That all its workers shall have the requisite work permit needed to work in the mining sector in accordance with the laws of Ghana.

2.6 That it shall work within the boundaries demarcated and assigned to it not to exceed 25 acres.

3.0 Company Representations and Warranties. Beginning on the Effective Date, and remaining in effect for the duration of this Agreement, the Company makes the following representations and warranties.

3.1 That it is fully authorized and empowered to enter into this Agreement, and that its performance of the obligations under this Agreement will not violate any agreement between the Company and any other person, firm or organization or any law or governmental regulation.

3.2 That it is in full compliance with any and all laws and/or statutes applicable to the services described hereunder.

3.3 That it has the requisite permit and license to operate and managed its mining concession.

4.0 Compensation. The work performed by the Contractor shall be performed at the rate set forth in Appendix A, and not exceed the total estimated amount specified in Appendix A.

5.0 Independent Contractor Status.

5.1 The Contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or

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any other fiduciary relationship.

5.2 The Contractor shall have no authority to act as agent for, or on behalf of, the Company, or to represent the Company, or bind the Company in any manner.

5.3 The Contractor shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Company.

6.0 Confidential Information.

6.1 The Contractor and its employees shall not, during the time of rendering services to the Company or thereafter, disclose to anyone other than authorized employees of the Company (or persons designated by such duly authorized employees of the Company) or use for the benefit of the Contractor and his or her employees or for any entity other than the Company, any information of a confidential nature, including but not limited to, information relating to: any such materials or intellectual property; any of the Company projects or programs; the technical, commercial or any other affairs of the Company; or, any confidential information which the Company has received from a third party.

7.0 Liability.

7.1 The Company shall not be responsible for any costs incurred by the Contractor,

7.2 The Company makes no guarantees regarding the physical and/or mental fitness of any Client. The Contractor shall perform the services set out in this Agreement at his or her own risk.

7.3 EXCEPT WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

8.0 Indemnification.

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8.1 The Contractor agrees to indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the Contractor's services under this Agreement. This provision shall survive the duration of this Agreement.

8.2 The Contractor agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Contractor's services under this Agreement, unless expressly stated otherwise by the Company, in writing.

9.0 Duration, Scope and Severability.

9.1 This Agreement shall take effect immediately, and shall remain in full force and effect indefinitely, or until terminated pursuant to Section 9 of this Agreement.

9.2 The Company may terminate this Agreement upon a breach of any of the provisions of this agreement by the contractor pursuant to a 2 weeks notice to remedy the said breach.

9.3 This agreement is subject to termination after 6 months of signing if Contractor has not began production on the allotted land.

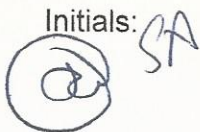
9.4 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

9.5 This Agreement may be amended only by written agreement duly executed by an authorized representative of each party.

9.6 If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

9.7 No modifications to this Agreement shall be binding upon the Company without the express, written consent of the Company.

9.8 This Agreement shall not be assigned by either party without the express consent of the other party.

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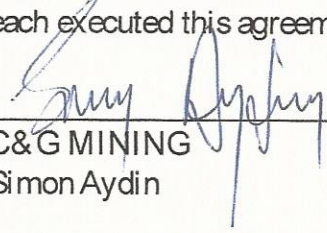
10.0 Governing Law and Jurisdiction.

10.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana.

11.0 Waiver of Rights.

11.1 A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.


IN WITNESS WHEREOF, the Parties, intending to be legally bound, have each executed this agreement as of the Effective Date.


C&G MINING
Simon Aydin


MINING GLOBAL Inc.
Joel J. Natario

APPENDIX A: PRICING AND COMPENSATION GUIDELINES

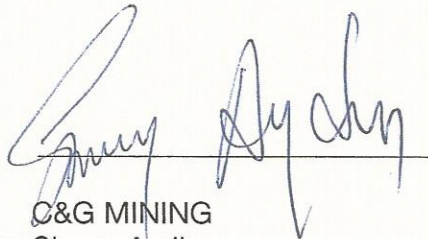
1.0 The services performed by the Contractor under this Agreement shall be performed at the rate specified below, and shall not exceed the total estimated amount specified below.

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**APPENDIX A: PRICING, LOCATION, AND
COMPENSATION GUIDELINES**

1.0 The services performed by the Contractor under this Agreement shall be performed at the rate specified below, and shall not exceed the total estimated amount specified below.

- 1.1 The Contractor shall pay an entrance fee of \$18,000.00 USD per concession.
- 1.2 The Contractor shall pay to the company a total of 15% of all gold production every month.
- 1.3 The location of the contracted mining area will be given for the Contractor at the time of site inspection.



C&G MINING
Simon Aydin



Mining Global Inc.
Joel J. Natario