

# CURRENT REPORT

Wincash Resources, Inc.  
(f/k/a Axium Technologies, Inc.)  
(a Nevada Corporation)

June 24, 2016

## **WINCASH RESOURCES, INC.**

**June 24, 2016**

### **Information required for compliance with the provisions of the OTC Markets, Inc., Guidelines for Providing Adequate Current Information (Version 1.1 4/25/13)**

Because we want to provide more meaningful and useful information, this Current Report may contain certain "forward-looking statements" (as such term is defined in Section 21E of the Securities Exchange Act of 1934, as amended). These statements reflect our current expectations regarding our possible future results of operations, performance, and achievements. These forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, regulation of the Securities and Exchange Commission, and common law.

Wherever possible, we have tried to identify these forward-looking statements by using words such as "anticipate," "believe," "estimate," "expect," "plan," "intend," and similar expressions. These statements reflect our current beliefs and are based on information currently available to us. Accordingly, these statements are subject to certain risks, uncertainties, and contingencies, which could cause our actual results, performance, or achievements to differ materially from those expressed in, or implied by, such statements. We have no obligation to update or revise any such forward-looking statements that may be made to reflect events or circumstances after the date of this Disclosure Statement.

#### **Entry in a Material Definitive Agreement.**

On June 24, 2016, Valiant Elite Limited, a British Virgin Islands limited liability company, a wholly subsidiary of Wincash Resources, Inc. (the "Company") entered into a Preliminary Sales and Purchase Agreement with Brilliant Erdenes LLL, a Mongolia limited liability company, to acquire an Eighty percent (80%) equity interest in Delta Gold LLC, a Mongolia limited liability company ("Delta Gold") which holds a mineral mining license for a mining project in Mongolia. While the transaction is subject to the preparation and execution of a definitive agreement between the parties, this Agreement is binding upon the parties. In addition to the definitive agreement, the closing of the transaction on September 9, 2016, is subject to certain additional due diligence and completion by a PCAOB approved auditor of audited financial statements of Delta Gold for the past two years. The purchase price for the control interest in Delta Gold is US\$200,000, one-half of which is payable now as a non-refundable deposit with the balance being due at the closing of the transaction.

In addition to the Preliminary Sales and Purchase Agreement, on June 24, 2016 the Company entered into an Agreement for Advisory Services with Duuren Tumenjargal of UlaanBaatar, Mongolia (the "Advisor") to provide advisory services regarding precious metals mining operations in Mongolia, the Russian Federation and the countries of Central Asia. Pursuant to this Agreement, the Advisor shall receive 3,333,334 restricted shares of the Company's common stock, valued at US\$500,000, as an advisory fee for services under this Agreement. These shares of common stock are to be issued now and are non-refundable in the event that the Delta Gold transaction does not close. As an ongoing retainer fee, for the two year term of this Agreement, the Company shall pay the sum of US\$300,000 to the Advisor at the closing of the Delta Gold transaction.

## **Schedule of Exhibits**

<b><u>Exhibit No.</u></b>	<b><u>Description of Exhibit</u></b>
1.1	Preliminary Sales and Purchase Agreement dated June 24, 2016 by and between Valiant Elite Limited and Brilliant Erdenes LLC.
1.2	Agreement for Advisory Services dated June 24, 2016 by and between Wincash Resources, Inc. and Duuren Tumenjargal.

**Certification**

I, Jianmin Zhang, President of Wincash Resources, Inc., hereby certify that:

1. I have reviewed the Issuer's Current Report dated June 24, 2016.
2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements made, not misleading with respect to the period covered by this disclosure statement;

Date: June 28, 2016

/s/ Jianmin Zhang  
Jianmin Zhang, President

**EXHIBIT 1.1**

## PRELIMINARY SALES AND PURCHASE AGREEMENT

JUNE 24, 2016

This Preliminary Sales and Purchase Agreement ("PSPA" or the "Agreement") summarizes the proposed principal terms for a transaction between:

(1) Brilliant Erdenes LLC, a company incorporated under the laws of Mongolia ("Seller"). The Seller is owned by Undram Zandraa, a citizen of Mongolia (90% of total shares), and Arguun Boldkhet, a citizen of Mongolia (10% of total shares); and

(2) Valiant Elite Limited, a company organized under the laws of British Virgin Islands ("Purchaser") (the Seller and the Purchaser are the "Parties"). The Purchaser is a 100% owned subsidiary of Wincash Resources, Inc., a US Over-the-Counter listed company ("WCRI").

### 1. Introduction

The Seller is the legal and beneficial owner of 100% (Hundred percent) of all issued and outstanding equity capital of Delta Gold LLC, a limited liability company formed under the laws of Mongolia (the "Target Company").

This Agreement summarizes the principal terms with respect to a purchase of common shares of the Target Company by the Purchaser from the Seller. The Agreement is intended as a basis for entering the final closing of the proposed transaction as defined in Section 4 below. This Agreement is intended to be and constitutes a legally binding obligation.

### 2. Definition

Completion means the completion of the filing of the signed and notarized Sales and Purchase Agreement and the Shareholders Agreement, along with other relevant documents of the Purchaser and the acquisition of Delta Gold LLC with the National Registration and Statistics Office.

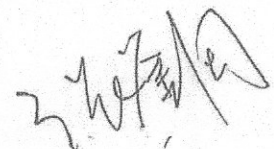
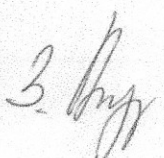
Closing Date means the date of the Completion of the proposed transaction or September 9, 2016.

### 3. Proposed Transaction

The Purchaser intends to purchase 80% of all issued share capital in the Target Company ("Proposed Transaction") from the Seller. The Target Company holds the mineral mining license issued by the Mineral Resources Authority of Mongolia # MV016792 located at Uvur Hooloi, Dashbalbar Dornod Province, Mongolia. The mining license is valid for 30 years and will expire on March 16, 2041.

### 4. Consideration and payment

The total consideration for the proposed transaction is US\$1,000,000.00 (One Million United





States Dollars) ("Share Purchase") comprising US\$500,000 in cash and US\$500,000 in the common shares of WCRI. The total consideration is to be paid in two forms which are (1) purchase price for the 80% shares of Delta Gold (the "Purchase Price") and (2) fee for entering an Advisory Agreement with an advisor designated by the Seller.

The Purchase Price is US\$200,000 in cash. A non-refundable deposit of US\$100,000 shall be paid within three (3) days after signing of this Agreement and the Advisory Agreement on June 14, 2016. The remaining balance of US\$100,000 shall be paid within three (3) days from the Closing Date.

As for the Advisory Agreement, (1) a Retainer fee of in the cash amount of US\$300,000 ("Retainer Fee") and (2) an advisory fee of Three Million Three Hundred Thirty-three Thousand Three Hundred Thirty-four (3,333,334) shares of restricted common stock (the "Wincash Common Shares") valued at US\$0.15 per share, or total consideration valued at US\$500,000, shall be paid to the Advisor ("Advisory Fee"). The Advisory Fee in the form of Wincash Common Shares shall be issued by WCRI to the Advisor within three (3) business days from the signing of this Agreement and the Advisory Agreement. The Retainer fee shall be paid to a bank account designated by the Advisor within three (3) days from the Closing Date of the proposed transaction.

The Wincash Common Shares shall be issued pursuant to Rule 144, as promulgated by the U.S. Securities and Exchange Commission and an exemption from registration under the Securities Act of 1933 (the "1933 Act") and from registration under any applicable state securities laws. As "restricted shares", the Wincash Common Shares may not be sold or otherwise transferred or encumbered for a period of at least one year, with the relevant holding period beginning on the date when the restricted shares are deemed fully paid for by the Advisor, i.e., the date on which this Agreement becomes binding. Furthermore, restricted shares cannot be sold to the public until the holder thereof has obtained removal of the legend condition by the transfer agent, which will require, among other things, an attorney's opinion letter, acceptable to Wincash, that the restrictive legend can be removed.

##### 5. Exclusivity and Definitive Agreements

From the date of this Agreement until September 9, 2016 (the "Period"), the Parties will negotiate in good faith with each other the Sale and Purchase Agreement, the Shareholders Agreement, the Charter and other ancillary documentation ("Definitive Agreements") with a view to executing a legally binding agreement for the Share Purchase within that Period.

The Sale and Purchase Agreement and Shareholders Agreement shall contain normal representations and warranties and indemnities for a transaction of this sort in Mongolia.

This Agreement shall be superseded by the Sale and Purchase Agreement to be signed on the Closing Date.

During the Period the Seller will not discuss or negotiate with, or provide any assistance or information to, any third party who may be interested in purchasing the Shares or whole or any part of the Target Company's business, properties and assets.

The Seller shall not transfer the Mining license from the Target Company to other entity. In addition, other than for the normal operation requirement such as government charges, the Seller

shall not incur any liabilities through borrowings or committing the Target Company to any guarantee. In addition, the Seller shall not enter an agreement to issue new shares of the Target Company before and after the Closing. The Seller shall not enter an agreement to dispose or transfer its current shareholding of the Target Company before and after the Closing.

The Seller shall provide assistance to the Purchaser in completing the proposed transaction within this Period.

#### 6. Conditions

The proposed transaction is conditional upon satisfaction or completion of all of the following conditions:

- (a) The Parties of the proposed transaction entering into Definitive Agreements and complete the transaction on the Closing Date;
- (b) The Parties complete the legal due diligence on the Target Company and the Purchaser receives a satisfactory legal opinion on the legal status of the Target Company from the Mongolian lawyer appointed by the Purchaser; and
- (c) The PCAOB approved auditor appointed by the Purchaser completes the US GAAP compliant audit of 2014 and 2015 and the review of the first quarter 2016 unaudited financials of the Target Company.

#### 7. Default

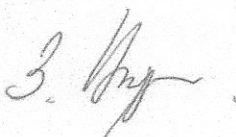
If the Purchaser fails to make the payment of the balance of the Purchase Price and the Retainer Fee on the Closing Date, unless both parties agree in a prior written consent on an extension, this Agreement shall be considered in default by the Purchaser. The Seller shall retain the US\$100,000 deposit and the Advisor the entire number of Wincash Common shares issued.

The Seller shall then have the right to withdraw from the proposed transaction thus causing the cancelation of the entire transaction. The Purchaser shall not be liable or responsible for any further action, payment or claim from the Seller whereas the Seller is not entitled to any further compensation.

If before or upon the Closing Date, the Seller breaches this Agreement including failure to enter the Definitive Agreements, and such breach and/or failure is solely on the fault of the Seller, and not caused by the Purchaser, after exhaustion of all remedial actions between the two parties, the Purchaser shall have the right to demand the Seller to return the deposit and also the right to cancel the entire number of Wincash Common Shares issued to the Advisor by giving a written notice.

#### 8. Applicable Law and Dispute Resolutions

As stipulated by Hong Kong law. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause.





9. Language

All other transaction documents, and all correspondence between the Parties will be in the English language to the extent permitted by Mongolian law.

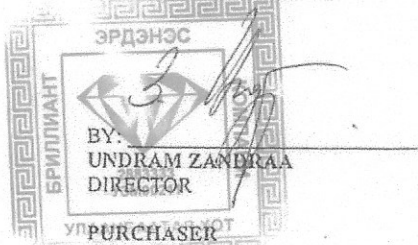
10. Confidentiality

The Parties will keep confidential the fact that the discussions are taking place between the Seller and the Purchaser, with respect to the Sale of Shares.

ACKNOWLEDGED AND AGREED THIS 24TH DAY OF JUNE, 2016.

SELLER

BRILLIANT ERDENES LLC



Valiant Elite Limited

BY: \_\_\_\_\_

ZHANG JIMING

TITLE: CHAIRMAN

**EXHIBIT 1.2**

## AGREEMENT FOR ADVISORY SERVICES

THIS AGREEMENT is made on the 24th day of June 2016

between

1. Wincash Resources, Inc. ("WCRI") with a registered address at 930 S. 4<sup>th</sup> Street, Suite 150, Las Vegas, NV 89101, the United States of America;
2. Mr. Duuren TUMENJARGAL (Mongolian passport number: E0946555), with an address at Appt 2, Park View Residence, 1-Horoo, SB District, Ulaanbaatar, Mongolia-14210 ("the Advisor").

WHEREAS :-

- (A) WCRI hereby appoints Mr. Duuren Tumenjargal to act as the Advisor to WCRI to provide advisory services in relation to its exploration and mining businesses in Central Asia, Mongolia and Russia Federation ("Russia").
- (B) Valiant Elite Limited, incorporated in the British Virgin Islands, is a fully owned subsidiary of WCRI ("Valiant").
- (C) Both parties have agreed to enter into this Agreement on terms and conditions set out below.

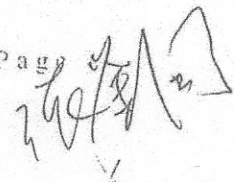
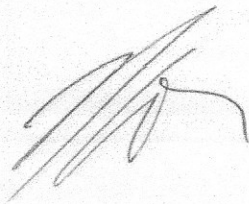
IT IS AGREED as follows :

### 1. SERVICES

#### 1.1 The Advisor is to:

- a) facilitate the mining assessment of Delta Gold LLC project ("DG Project") to WCRI and assist in negotiation and closing of the DG Project;
- b) source, identify and introduce exploration and mining investment projects with good business potential to WCRI and its subsidiaries in Mongolia, Central Asia and Russia ("Investment Projects");
- c) organize meetings and liaise with parties related to the investment projects for WCRI and its subsidiaries, including, but not limited to, local governments and agencies; and
- d) assist WCRI and its subsidiaries in negotiating and closing the Investment Projects as referred by the Advisor.

#### 1.2 The duration of this agreement shall be for a period of two (2) years.



## 2. REMUNERATION

In consideration of the services provided by the Advisor, the remuneration shall consist of (1) a retainer fee in the cash amount of US\$300,000 and (2) an advisory fee of Three Million Three Hundred Thirty-three Thousand Three Hundred Thirty-four (3,333,334) shares of restricted common stock (the "Wincash Common Shares") valued at US\$0.15 per share, or total consideration valued at US\$500,000, shall be paid to the Advisor.

### 2.1 Retainer Fee

The retainer fee of US\$300,000 shall be paid to the Advisor within three (3) business days from the Completion of the DG Project ("Closing Date"). Completion is hereby defined as the same as that in the Sales and Purchase Agreement and the Shareholder's Agreement for DG Project meaning the completion of (1) signing the Sales and Purchase Agreement and the Shareholder's Agreement for DG Project (the "Execution Agreements"); (2) notarizing the Execution Agreements; and (3) filing of all relevant documents of Valiant and its acquisition of DG Project for registration with the relevant National Registration and Statistics Office. The Closing date is the same as that in the Sales and Purchase Agreement and the Shareholder's Agreement for DG Project which is September 9, 2016.

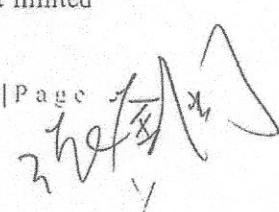
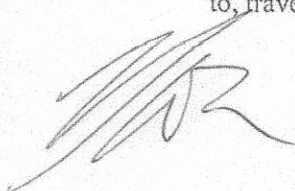
### 2.2 Advisory Fee

For the advisory fee, the Wincash Common Shares shall be issued to the Advisor within three (3) business days after signing of the Preliminary Sales and Purchase Agreement ("PSPA") for the DG Project and this Agreement. In case Valiant fails to complete the DG Project on the Closing date, the Advisor shall not have to return the Wincash Common Shares to WCRI or Valiant.

The Wincash Common Shares shall be issued pursuant to Rule 144, as promulgated by the U.S. Securities and Exchange Commission and an exemption from registration under the Securities Act of 1933 (the "1933 Act") and from registration under any applicable state securities laws. As "restricted shares", the Wincash Common Shares may not be sold or otherwise transferred or encumbered for a period of at least one year, with the relevant holding period beginning on the date when the restricted shares are deemed fully paid for by the Advisor, i.e., the date on which this Agreement becomes binding. Furthermore, restricted shares cannot be sold to the public until the holder thereof has obtained removal of the legend condition by the transfer agent, which will require, among other things, an attorney's opinion letter, acceptable to Wincash, that the restrictive legend can be removed.

2.2.1 The Wincash Common Shares shall be validly issued and outstanding, fully paid, and non-assessable.

2.2.2 Unless otherwise agreed in writing in advance, WCRI shall not be responsible for the disbursements incurred by the Advisor in carrying out his responsibilities and functions under this Agreement, including but not limited to, traveling and boarding.





2.2.3 The cash consideration shall be paid to a bank account designated by the Advisor within three (3) business days from the Closing Date; and

2.2.4 The certificate of Wincash common shares shall be delivered to the Advisor on the signing date of this Agreement.

### 3. LIABILITY AND INDEMNITY

3.1 The Advisor shall not be liable to WCRI or its subsidiaries for any loss, damages, liabilities, demands, claims, actions, costs and expenses whatsoever except to the extent that such loss, damages, liabilities, demands, claims, actions, costs or expenses arise from the gross negligence, willful default or fraud on the part of the Advisor.

3.2 WCRI shall indemnify the Advisor against all loss, damages, liabilities, demands, claims, actions, costs and expenses in connection with the Advisor's services rendered under this Agreement (except those arising from the gross negligence, willful default or fraud of the Advisor).

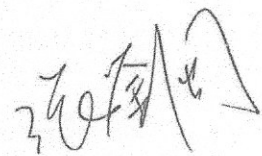
### 4. CONFIDENTIALITY

4.1 Neither parties shall, without the consent of the other party, divulge or permit its officers, employees or agents to divulge to any person (other than to any respective officers or employees or shareholders of a party or a person to whom, in each case, disclosure of information is required to enable them to carry out their duties properly and who are bound by obligations of confidence in respect of disclosed information) any information which it may have or acquire (whether before or after the date of this Agreement) relating to the business or affairs of the other party or its subsidiaries and affiliates.

4.2 The restrictions imposed by sub-clause 4.1 shall not apply to the disclosure of any information by a party (the "disclosing party"):

- (a) which now or hereafter comes into the public domain otherwise than as a result of a breach of such undertaking of confidentiality;
- (b) which is required by law to be disclosed;
- (c) which is required to be disclosed by the regulations of any recognised stock exchange upon which the share capital of the disclosing party is or is proposed to be from time to time listed or dealt in;
- (d) to a court, arbitrator or administrative tribunal as required in the course of proceedings before it to which the disclosing party is a party;
- (e) to any professional Advisors to the disclosing party who are bound by a duty of confidence; or
- (f) pursuant to the terms of this Agreement.

### 5. TERMINATION



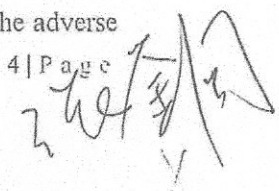


- 5.1 Either party shall be entitled to terminate this Agreement upon either the expiry.
- 5.2 Where any party is in material breach of this Agreement, the innocent party shall be entitled to terminate this Agreement forthwith by giving written notice to the other party.
- 5.3 Shall the proposed DG project fail to be completed due to the Seller's fault as defined in the PSPA, WCRI shall have the right to terminate this Agreement and cancel the entire Wincash Common Shares issued to the Advisor by giving written notice to the Advisor.
- 5.4 Termination of this Agreement shall not prejudice any rights and obligations which shall have accrued or become due prior to the date of termination or any rights or remedies which any party may have in respect of any breach of the terms of this Agreement prior to the date of termination.

## 6. MISCELLANEOUS

- 6.1 Each party shall bear its own legal costs incurred in relation to the negotiation, preparation and execution of this Agreement.
- 6.2 Notwithstanding any term and condition under this Agreement, the Advisor may employ such professional or other assistance as the Advisor may deem appropriate in the discharge of its obligations or duties under this Agreement. Any additional charges or costs associated with the engagement of such professional or other assistance shall be approved by WCRI in writing in advance.
- 6.3 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.
- 6.4 No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 6.5 This Agreement contains the whole agreement between the parties hereto, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.
- 6.6 Neither party shall be liable to the other for any default or breach of this Agreement which is caused by events beyond its reasonable control including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, fire, flood and storm provided that:-

- (a) the defaulting party will use its best endeavours to minimize the adverse



effects of the enforced default or breach; and

- (b) if the default or breach is capable of remedy, such default or breach will be remedied as soon as the force majeure event has ceased to exist.

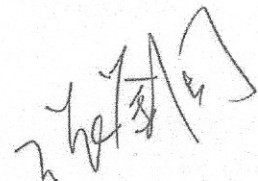
- 6.7 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement under the law of that or any other jurisdiction, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

## 7. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Nevada. Each party hereto agrees that the sole jurisdiction(s) for any legal proceedings arising hereunder shall be in the appropriate Federal or State Court located in Clark County, State of Nevada, the United States of America.

IN WITNESS whereof this Agreement has been executed by the parties hereto on the day and year first above written.

SIGNATURES ON FOLLOWING PAGE



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