

OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice
Washington, DC 20530

**Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant TENAM CORPORATION 1050 CONNECTICUT AVE, N.W., #500 WASHINGTON, D.C. 20036	2. Registration No. 6638
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3. Name of Foreign Principal URANIUM ONE, INC.	4. Principal Address of Foreign Principal 333 BAY STREET, #1200 TORONTO, ONTARIO M5H 2R2 CANADA
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify) _____
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant **NOT APPLICABLE**

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address **NOT APPLICABLE**

b) Name and title of official with whom registrant deals

c) Principal aim

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal. **URANIUM ONE, INC IS A PRODUCER AND IMPORTER OF NATURAL URANIUM, WITH MINES IN THE USA AND KAZAKHSTAN. IT SELLS THIS URANIUM TO NUCLEAR UTILITIES THROUGHOUT THE WORLD AS FUEL FOR THEIR REACTORS.**

b) Is this foreign principal:

- Supervised by a foreign government, foreign political party, or other foreign principal Yes No
- Owned by a foreign government, foreign political party, or other foreign principal Yes No
- Directed by a foreign government, foreign political party, or other foreign principal Yes No
- Controlled by a foreign government, foreign political party, or other foreign principal Yes No
- Financed by a foreign government, foreign political party, or other foreign principal Yes No
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

URANIUM ONE, INC IS OWNED, ULTIMATELY, BY THE RUSSIAN STATE COMPANY ROSATOM. ALTHOUGH THE DIRECT SHAREHOLDER OF URANIUM ONE, INC IS URANIUM ONE HOLDINGS, THE ULTIMATE OWNERSHIP & CONTROL IS WITH ROSATOM, WHICH IS OWNED & CONTROLLED BY THE RUSSIAN STATE GOVERNMENT.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NOT APPLICABLE

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
February 1, 2019	FLETCHER T. NEWTON PRESIDENT, TENAM CORPORATION	<i>Fletcher T. Newton</i>

OMB No. 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant TENAM CORPORATION	2. Registration No. 6638
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3. Name of Foreign Principal **URANIUM ONE, INC.**

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

FLETCHER NEWTON, PRESIDENT OF REGISTRANT TENAM CORPORATION, PERFORMS THE SERVICES DESCRIBED IN THE AGREEMENT BETWEEN TENAM AND URANIUM ONE, INC. HE THEN SUBMITS AN ITEMIZED BILL, ON A MONTHLY BASIS, FOR THESE SERVICES; PAYMENT IS THEN SENT TO TENAM, VIA BANK WIRE TRANSFER, TENAM REFLECTS THIS AS INCOME FOR INCOME TAX PURPOSES. FLETCHER NEWTON IS A SALARIED EMPLOYEE OF TENAM AND RECEIVES NOTHING FROM URANIUM ONE, INC.

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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant provides information and advice to the foreign principal regarding the pending Section 232 Investigation of various imports to the USA. Such information includes possible outcomes of the investigation and the possible impact on the foreign principal's business and operations, including those in the United States.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

NOT APPLICABLE

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
February 1, 2019	FLETCHER T. NEWTON PRESIDENT, TENAM CORPORATION	F. T. Newton

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Dated as of this 18th day of December, 2018

CONSULTING SERVICES AGREEMENT

BETWEEN

TENAM CORPORATION

AND

URANIUM ONE INC.

CONSULTING SERVICES AGREEMENT

This **Consulting Services Agreement** is entered into as of this 18th day of December, 2018

BETWEEN

Tenam Corporation, a corporation incorporated under the laws of Maryland, with its head office at 1050 Connecticut Ave., NW, Suite 500, Washington, DC 20036 (hereafter referred to as "**Consultant Company**", which expression shall include its assigns and successors in title) of the One Part;

AND

URANIUM ONE INC. a corporation organized under the laws of British Columbia, with its principal place of business at 333 Bay Street, Suite 1200, Toronto, Ontario, Canada M5H 2R2 (hereafter referred to as "**Client**", which expression shall include its assigns and successors in title) of the Other Part.

WHEREAS:

- A. Client has an interest as an indirect shareholder in Uranium One USA, Inc., owner of the Willow Creek Uranium Mine in Wyoming;
- B. Client is in the business of buying and selling uranium concentrates, including to companies based in the United States.
- C. Client requires consultancy services in connection with the above-noted interests as described in Schedule A hereto.
- D. The Consultant Company has employees with highly relevant experience, skills, knowledge and competencies in the area of the services required .
- E. Client accordingly wishes to engage the Consultant Company to provide the services as described in Schedule A hereto and the Consultant Company has agreed to provide the said services to Client on the terms and conditions set out in this Consulting Services Agreement.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the signatories hereto, the parties wish to enter into this Consulting Services Agreement.

Article I Interpretation

1.1 Definitions. In this Agreement:

- (a) "**Agreement**" means this Consulting Services Agreement and the Schedules hereto, namely

Schedule A – Scope of Work and Compensation;

Schedule B – Certificate of Compliance

- (b) **"Parties"** means the Parties to this Agreement;
 - (c) **"Services"** has the meaning ascribed thereto in **Schedule A - Scope of Work and Compensation**.
- 1.2 Words importing the singular include the plural and vice versa and references to Articles or Sections, Appendices and Schedules are references to Articles or Sections, Appendices and Schedules to this Agreement.
 - 1.3 Reference to any person includes the person's assigns or transferees or successors in title, whether direct or indirect and words importing persons include companies.
 - 1.4 The headings in this Agreement are for ease of reference only and shall not affect the construction of any of the terms and provisions hereof.
 - 1.5 In case any one or more of the provisions of this Agreement shall, for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision thereof and the invalid, illegal or unenforceable provision shall be deemed never to have been contained herein. In the event of such invalidity, illegality or unenforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

All amounts expressed herein are in US dollars.

**Article II
Appointment**

- 2.1 **Appointment and Provision of Services.** Client hereby engages the Consultant Company to provide the Services and the Consultant Company accepts such engagement and agrees to provide such Services to Client, and/or to Client's direct or indirect subsidiaries at Client's request, on and subject to the terms and conditions herein contained. The Services are to be provided outside of Canada.
- 2.2 **Standard of Care.** The Consultant Company undertakes to provide the Services with the standard of care, skill, diligence and attention normally exercised by professionals providing similar Services under similar circumstances, to protect the interests of Client, and to comply with the provisions hereof.
- 2.3 **Reporting.** The Consultant Company shall produce monthly reports to the Client to be delivered in accordance with Section 6.1 on the performance being rendered hereunder setting out all time spent on the Services, activities, discussions, correspondence, meetings, deliverables, presentations made and results achieved in performing the Services. The Consultant Company shall also participate in calls with representatives of the Client to provide additional details of the same as requested by the Client.
- 2.4 **Consent Required.** Without the prior written consent of the Client, unless provided for under this Agreement, the Consultant Company may not:

- (a) engage, retain, subcontract or otherwise contract with any third party in connection with the performance of Services; or
- (b) assign this Agreement in whole or in part, or any right, obligation, fee, benefit or interest of the Consultant Company herein, to or for the benefit of any such third party.

Any such third party shall, as a condition of such assignment, enter into a written assignment agreement with Client and the Consultant Company containing substantially the same terms, covenants, representations and warranties as those contained herein and prohibiting further assignment without the prior written consent of the Client.

Client may assign this Agreement, in whole or in part, or any right, obligation, benefit or interest of the Client herein, to or for the benefit of any direct or indirect affiliate of the Client without notice to or consent of the Consultant Company.

- 2.5 Independent Contractor.** For the purposes of this Agreement, the Consultant Company is an independent contractor and is not, and shall not be deemed for any purpose to be, an employee, agent or joint venturer of Client or any of its subsidiaries.
- 2.6 Out of Scope Work.** The Consultant Company will not perform or provide any services or activities which are outside the scope of Services as defined in **Schedule A - Scope of Work and Compensation**.

Article III Compensation

- 3.1 Compensation.** Client will pay the Consultant Company the compensation referred to in **Schedule A - Scope of Work and Compensation** for the satisfactory provision of Services by the Consultant Company hereunder.
- 3.2 Payments.** All payments for Services rendered hereunder will be made to and in the name of Consultant Company, to a bank account to be notified to Client by Consultant Company, within two (2) business days of receipt of each invoice for the Services (which may be issued no more frequently than monthly), the report for the period of time covered by the invoice referenced in Section 2.3, and documentation of any and all expenses incurred in connection with the performance of the Services during the period covered by the invoice. The final invoice may be delivered at any time on or after April 15, 2019, and shall be accompanied by documentation of expenses, if any, a final report as required under Section 2.3, and a Certificate of Compliance in the form of Schedule B hereto in respect of the Services completed to the end of the Term, signed by an authorized representative of Consultant Company to confirm that in providing the Services, the Consultant Company and each of its personnel involved in providing the Services complied with all of the terms and conditions of this Agreement. Payment may be withheld by Client for non-compliance with the reporting requirements of Section 2.3.
- 3.3 Deductions and Withholdings.** All payments hereunder shall be subject to applicable taxes and be made net of deductions and withholdings (if any) required by applicable law.
- 3.4 No Payment for Out of Scope Work.** Client will not be liable or obliged to make payment for any services which are outside the scope of the Services as defined in Schedule A.

Article IV
Term and Termination

- 4.1 Term.** This Agreement is in respect of Services which commenced August 1, 2018 and will remain in effect until and including March 31, 2019 unless terminated earlier in accordance with the provisions hereof (such period is defined as the "Term").
- 4.2 Termination for Breach.** Client may terminate this Agreement with immediate effect in the event (a) of any breach by the Consultant Company of the provisions of Sections 2.2, 2.3, 2.4, 5.1 or 7.1, 7.2, 7.5, 7.6, or 7.7 hereof or (b) it has reasonable grounds to believe that any of the employees of the Consultant Company or a Consultant Company director, officer, personnel, agent or subcontractor has been involved in a Payment (defined in Section 7.2), in either event, no fee shall be payable by Client hereunder.
- 4.3 Termination on Notice.** Either party may terminate this Agreement by providing the other with 15 days' written notice of termination.
- 4.4 Return of Property, Information and Data.** The Consultant Company will return on termination any property of Client and all information and data provided to the Consultant Company by or on behalf of Client for the purposes of this Agreement. The Consultant Company will cease work on the Services immediately upon termination of the Agreement.

Article V
Confidentiality

- 5.1 Confidentiality.** The Consultant Company acknowledges and agrees that all information and data disclosed by or on behalf of Client or its affiliates or otherwise developed or obtained in performing the Services hereunder will be deemed to be proprietary and confidential to Client ("**Confidential Information**"). The Consultant Company agrees that at no time, during or after the term of this Agreement, will it disclose any Confidential Information to any person including any officer, director or employee of Consultant Company or its affiliates, or any third party, nor shall it use Confidential Information for any purpose other than the proper performance of Services hereunder, provided that the Consultant Company may disclose Confidential Information to its employees, officers and directors who need to know the Confidential Information for the proper performance of Services hereunder, and the Consultant Company shall be liable and responsible to ensure that such recipients of the Confidential Information abide by the terms and conditions of this Section 5.1, and that they use the Confidential Information only for the purposes set out herein and do not disclose it to any other person.
- 5.2 Exception.** The obligations under Section 5.1 do not apply to Confidential Information that is: (i) in the public domain without breach of this Agreement; (ii) received by the Consultant Company on a non-confidential basis from others who had a right to disclose the same; or (iii) required to be disclosed by applicable law, stock exchange rules or requirements or legal process but only after actual prior written notice has been received by the other party and the other party has had a reasonable opportunity to review disclosure of the same.

**Article VI
Notice**

6.1 Notice. Any notice, report or other communication to be given in connection with this Agreement must be communicated confidentially and in writing and given by personal delivery, registered mail or email addressed as follows:

(i) if to the Consultant Company, to:

Tenam Corporation
1050 Connecticut Ave., NW
Suite 500
Washington, DC 20036

Attention: President

(ii) if to Client, to:

Uranium One Inc.

333 Bay Street Suite 1200
Toronto, Ontario, Canada
M5H 2R2

Attention: Chief Executive Officer

Any notice or other communication so given will be deemed to have been received on the date of actual receipt.

**Article VII
Covenant, Representation and Warranty**

7.1 Compliance with Applicable Laws. The Consultant Company covenants, represents and warrants to Client that: (a) the Consultant Company shall, and shall cause Consultant Company's personnel to, conduct business and provide the Services hereunder in compliance with all this Agreement and all applicable legislation, regulations, directives and other instruments having the force of law, including, without limitation, the provisions of applicable United States, Canadian, and other legislation relating to anti-corruption and/or anti-bribery, and Client's Code of Business Conduct and Ethics and Anti-Corruption policy, as amended from time to time; and (b) the Consultant Company shall ensure that all Consultant Company personnel providing Services on Consultant Company's behalf are briefed in such requirements. Compliance with Client's Anti-Corruption Policy includes providing annual certifications of compliance with that policy; attending anti-corruption training at Client's reasonable request; and complying promptly with Client's reasonable requests regarding ongoing due diligence and background checks on the Consultant Company and its personnel. To the extent of any inconsistency as between applicable legislation, regulations, directives, other instruments, the Client's Code of Business Conduct and Ethics and the Client's Anti-Corruption Policy, the Consultant Company shall in all cases comply with the highest standard of conduct.

7.2 No payments. Without limiting the provisions of Section 7.1, the Consultant Company covenants, represents and warrants to Client that:

- (a) no fee or part thereof payable hereunder nor any other monies, benefit, advantage or other thing of value has been or will be, before, during or after the term of this Agreement, given, offered, agreed to be given or offered, promised, paid or otherwise made available (a "Payment"), directly or indirectly, to, for the benefit of, or at the direction of, a "Public Official" (as defined below);
- (b) the Consultant Company's personnel or representatives acting on their behalf have not solicited or received and shall not solicit or receive any such Payments;
- (c) the Consultant Company shall notify Client immediately in writing with full particulars in the event that any of Consultant Company's personnel, officers, directors, affiliates, agents or representatives or sub-contractors: (i) solicits or receives a Payment or has done so, (ii) agrees with any person to offer or give a Payment to a Public Official or has so agreed; (iii) receives a request for a Payment from any Public Official or has received such a request, (iv) receives a direction from any Public Official in respect of the making of a Payment or has received such a payment; or (v) makes any such Payments or has done so; and
- (d) the Consultant Company shall comply with all relevant financial intelligence legislation regarding the traceability of funds and with the requirement of any financial institution in this regard.

The Consultant Company further covenants, represents and warrants to Client that the Consultant Company shall cooperate fully with any internal investigation and/or audit by Client into the Consultant Company's compliance with Sections 7.1, 7.2, 7.6, or 7.7 of the Agreement, during the term of the Agreement as well as after termination or expiry of the Agreement, and shall ensure full access to Consultant Company's personnel involved, directly or indirectly, in the performance of the Services.

7.3 Definition of Public Official. A public official is:

- (a) any official or employee or other member of any government agency or government owned or controlled enterprise or governmental body, commission, department, ministry, or agency;
- (b) any political party or official of a political party;
- (c) any elected representative of any government;
- (d) any person performing a public function;
- (e) any official or employee of a public international organization, such as The World Bank;
- (f) any candidate for political office;
- (g) any other individual stated to be a public official or equivalent term in the relevant legislation; or
- (h) spouses, relatives, associates or friends of any of the foregoing.

7.4 Breach of Section 7.1 or 7.2. In addition to its other rights and remedies hereunder and at law or in equity and the right in Section 4.2 to immediately terminate this Agreement and to pay no fees hereunder, in the event the Consultant Company or any of Consultant Company's personnel or representatives acting on its behalf breaches Section 7.1 or 7.2 the Client shall additionally be entitled to receive repayment of any fees paid hereunder which are the subject of any such breach. The Consultant Company

acknowledges that breach of Section 7.1, 7.2, 7.5, 7.6, or 7.7 of the Agreement by the Consultant Company or any of Consultant Company's personnel or representatives acting on its behalf threatens substantial damage to the Client's goodwill and reputation for which damages may not be an adequate remedy and for which damage cannot be estimated in advance.

- 7.5 Indemnity.** The Consultant Company indemnifies and holds harmless the Client, its affiliates, and their respective officers, directors and employees against all damages including direct, indirect and consequential damages and economic loss, other losses, claims, costs, legal fees, fines and penalties arising from any and all suits, actions, including third-party actions against Client respecting any alleged breach of a third-party agreement or damage to a third party by reason of Client's association with the Consultant Company, or administrative or criminal proceedings arising out of a failure by the Consultant Company or any of Consultant Company's personnel, officers, directors, employees, representatives, agents or sub-contractors to comply with Article VII of this Agreement.
- 7.6 Records and audit.** Consultant Company shall maintain complete and accurate books and records relating to the Services and activities in connection with this Agreement, consistent with applicable accounting and auditing standards as well as the requirements of Client's Anti-Corruption Policy, and shall provide Client on reasonable notice with such access to its books and records, including information relating to the costs of providing the Services, such as compensation costs and overhead costs, as Client may reasonably require from time to time both during and after the term of this Agreement for the purpose of confirming compliance with, or investigating its reasonable suspicions about a breach of, the provisions of this Agreement. Consultant Company shall maintain such books and records at its normal place of business, and shall not destroy them any earlier than permitted by law.
- 7.7 No relation to Public Official.** The Consultant Company warrants that its owners and its personnel are not Public Officials with influence over the successful performance of the Services; are not related to such Public Officials; and do not have a business relationship with such Public Officials.

Article VIII

Limitation of Liability; Maintenance of Insurance

- 8.1** To the maximum extent permitted by law and notwithstanding and superseding anything to the contrary in this Agreement, except Article VII which the Parties agree is expressly excluded from the limitation of liability set out in this Section 8.1, the aggregate liability of the Consultant Company arising out of the performance or non-performance of the Services or otherwise in connection with this Agreement is limited to the amount of the payments paid to the Consultant Company pursuant to this Agreement.
- 8.2** The Consultant Company shall provide and maintain a comprehensive general liability policy, for which the premiums shall be paid by the Consultant Company with a limit of not less than \$2.5 million per occurrence and in the aggregate. This insurance shall include employees as additional insureds and professional indemnity insurance in the amount of not less than \$2.5 million in the aggregate, per occurrence. The Consultant Company shall obtain insurance coverage for loss or damage that may reasonably be suffered by Client in the event of a breach by the Consultant Company of Article VII, in the amount of \$2.5 million in the aggregate, per occurrence. The insurance to be provided by the Consultant Company shall be maintained in force for the duration of the

Agreement and for one year after completion of the Services. The Consultant Company shall deliver to the Client, upon execution of this Agreement, and from time to time as required thereafter, evidence, in the form of a certificate of insurance, to the Client that the insurance required in this Section 8.2 is in force. The Consultant Company shall provide the Client with 30 (thirty) days' advance written notice of cancellation of any policy and the identity of the replacement insurer.

Article IX
Force Majeure Event

- 9.1 Neither Party shall be liable to the other for failure to perform, or delay in performing its obligations under this Agreement due to a circumstance arising as a result of unforeseen or unavoidable events beyond the control of a Party, including, but not limited to, fire, flood, earthquake, other natural disasters, prohibition by applicable laws, strikes or other labour disruptions, act of terrorism or war, and economic or political sanctions (a "Force Majeure Event").
- 9.2 If one of the Parties is temporarily prevented from fulfilling its contractual obligations by occurrence of a Force Majeure Event, the affected Party shall notify the other Party in writing within the shortest possible time but no later than 5 (five) days after the occurrence of the Force Majeure Event or after the affected Party is made aware of this occurrence.
- 9.3 The notice will include indications, as precise as possible, about the nature and foreseeable effects of the Force Majeure Event, the nature and extent of affected obligations, the foreseeable duration of the incapacity as well as proposed contractual or material remedies that the affected Party proposes in order to minimize the consequences of the Force Majeure Event on performance of the Services.
- 9.4 Upon receipt of this notice by the other Party, the contractual obligations of the affected Party will be suspended up to the extent of the incapacity and for a period which cannot be longer than the Force Majeure Event plus the necessary period for the affected Party to either reinstate or restore the conditions prior to the occurrence of such Force Majeure Event or to set alternative conditions for performance of its contractual obligations, in cooperation with the other Party.
- 9.5 The Party claiming the occurrence of a Force Majeure Event and giving notice to the other will use reasonable efforts to minimize the consequences of such event to the performance of the Services and, in collaboration with the other Party to use reasonable efforts to reinstate or restore the conditions existing prior to the occurrence of this Force Majeure Event.
- 9.6 If however the consequences of the Force Majeure Event would be such that they prevent the reinstatement or restoration of the conditions existing prior to its occurrence or to conditions allowing continued performance of Services, for a period exceeding six (6) weeks after the occurrence commences, each Party will have the right to terminate this Agreement with immediate effect by giving written notice to the other Party.

Article X
General

- 10.1 **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings and discussions between them relating thereto.

Without limiting the foregoing, any expressions of the Parties carried out during the negotiations of this Agreement shall not be interpreted contrary to the explicit provisions hereof. No practice established between the parties nor common customs established in general or in relation to the subject matter of this Agreement shall be applied in the interpretation hereof and the parties expressly state that there are no business customs established between them.

10.2 Amendment. This Agreement may not be amended except by instrument in writing signed by both parties hereto.

10.3 Disputes. All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the American Arbitration Association by one or more arbitrators appointed in accordance with the said Rules.

Prior to submitting a dispute to arbitration, the Parties agree first to use reasonable commercial efforts to settle the dispute amicably. If the Parties are unable to resolve the dispute amicably within 30 days of service of a written notice of dispute, the dispute shall be submitted to arbitration in accordance with this Section 10.3.

The place of arbitration shall be New York City, New York, and the language of arbitration shall be English.

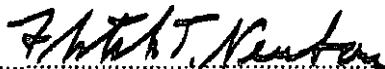
10.4 Governing Law. This Agreement and any non-contractual obligations arising out of or in connection with it is governed by the laws of the State of New York.

10.5 Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original and all of which taken together constitute one and the same instrument, and may be delivered by dispatch or registered mail.

10.6 Severability. If this Agreement should contain any legal defects, or if any of its provisions should be at variance with the governing law, as a consequence of which it could be adjudged to be invalid, such a provision shall be deemed as severable (independent) and the Agreement shall be judged as if it had never contained such a provision.

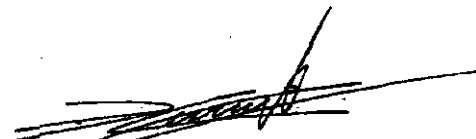
IN WITNESS WHEREOF this Agreement is signed by the authorized representatives of each of the Parties as of the date first written above.

TENAM CORPORATION



(signed)
President

URANIUM ONE INC.



(signed)
Chief Executive Officer

SCHEDULE A

SCOPE OF WORK AND COMPENSATION.

A. Scope of Work

The Consultant Company shall carry out the following services (collectively, the "Services"):

1. Section 232 Investigation –
 - a. Engage and instruct Energy Resources International (ERI) to research and prepare an independent review of the expected costs and production schedules for U.S. uranium mines if production from said mines is increased in response to proposed quotas in the Section 232 Petition under consideration by the US Department of Commerce. The intention is to identify those factors that can have the greatest impact on the prices needed to incentivize US uranium production and determine the schedule necessary to increase US uranium production to meet the proposed quotas in the Section 232 Petition.
 - b. Review and discuss drafts of the Report with ERI.
 - c. Ensure ERI files the report with the DOC.
 - d. Respond to S. 232 inquiries directed to Client with assistance from Client personnel
 - e. Liaise with Client's US customers to understand and address concerns regarding the S. 232 process and outcomes.
 - f. Consider and advise on appropriate approaches to stakeholders, customers, regulators and government representatives in the S. 232 process, considering Client's position in the US uranium industry.
 - g. Initiate approaches if requested by Client.
 - h. Attend meetings with stakeholders, customers, regulators and government representatives and prepare and make presentations if requested by Client.
2. Keep the Client informed of all developments in the US nuclear and uranium industries, including providing written reports to Client via email or regular mail summarizing important events and trends in the US nuclear fuel market in the context of political and legislative matters in the US and the states in which Client's customers and operations are located.
3. Perform other services in respect of US governmental matters as required or requested by Client.

B. Compensation

1. In consideration for the satisfactory delivery of Services hereunder, Client shall pay fees to the Consultant Company consisting of the actual costs incurred by Consultant Company in providing the Services plus a mark-up of 5% thereon.

Actual costs for purposes hereof means reasonable actual direct costs incurred by Consultant Company in providing the Services, including the compensation costs of the employees of the Consultant Company whom it is agreed with the Client will perform the Services, proportionate to their actual time spent in performing the Services; and overhead costs of the Consultant Company in the same proportion. The fees will be charged as an hourly rate of \$430.00 multiplied by the number of hours spent in performing the Services. The aggregate compensation paid hereunder shall not exceed \$500,000 (including for greater certainty all reimbursements for costs and expenses referenced in subparagraph B (2)). The Consultant Company personnel engaged in the performance of the Services shall record their time spent to the quarter hour in detailed time entry sheets which shall be included with the reports set out in Section 2.3 above. The Consultant Company may invoice the Client only for time spent solely on the Services; for example, if the Consultant Company attends a meeting during which several topics are discussed, including matters for which the Consultant Company is providing Services to the Client, then the Consultant Company shall invoice the Client only for that portion of the meeting spent discussing such matters.

2. Client shall reimburse the Consultant Company for reasonable expenses incurred directly in connection with the provision of the Services, including without limitation reasonable expenses for work performed by third parties engaged by the Consultant Company for such purpose which have been approved by the Client, and for travel, meals and accommodation upon production of itemized official receipts. The Consultant Company must, in this regard, comply strictly with the Gifts, Hospitality and Entertainment provisions of Client's Code of Business Conduct and Ethics and Anti-Corruption Policy, as well as the Company's Travel Reimbursement Guidelines, a copy of which has been provided to the Consultant Company. There is no mark-up applicable to reimbursement of such expenses. The Consultant Company may invoice the Client for only those portions of travel expenses which are in proportion to the time spent by Consultant in providing Services to the Client on business travel trips in which the Consultant Company also conducts business on its own behalf or on behalf of others.
3. The fees set out in paragraph B1 (including the mark-up) shall be adjusted in accordance with the results of a transfer pricing study which the Client shall commission from a qualified independent third party to verify whether the fees (including the mark-up) are market-related. The Consultant Company shall provide all reasonable cooperation and documentation requested by the Client and/or the qualified third party in connection with the preparation of the study. The Consultant Company shall issue a billing adjustment for each month during the Term for which the fees are required to be adjusted in accordance with the transfer pricing study, and shall repay any fees that the Client has overpaid, within 10 business days of the Client providing the study to the Consultant Company.

SCHEDULE B

CERTIFICATE OF COMPLIANCE

CLIENT: URANIUM ONE INC. ("Client")
CONTRACT: Consultant Company Services Agreement dated [●] (the "Agreement") between the Client and Tenam Corporation (" Consultant Company ")
Consultant Company hereby certifies to the Client in accordance with Section 3.2 of the Agreement that in performing the Services detailed in the reports dated [insert dates] and for which Invoices Nos. ___ and ___ dated [insert dates], respectively, were rendered, Consultant Company complied with all of the terms and conditions of the Agreement.
DATE :
Tenam Corporation By: _____ Name: _____ Title: _____