

MINERAL PROCESSING CONSULTATION

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO.:

**TRINITY NYAKABINGO MINE LTD
NORTHERN PROVINCE, SHYORONGI, RULINDO
PO BOX 749, KIGALI
RWANDA
("the Employer")**

and

**GREG BROOKER
6 AQUA STREET,
BELA BELA, 0480
SOUTH AFRICA
("the Contractor")**

1. Introduction and definitions

The Employer wishes employ the Contractor in accordance with the Scope of Services, Annexure "A" hereto.

- 1.1 The Contractor has agreed to render such professional services to the Employer.
- 1.2 The parties wish to record in writing the terms and conditions on which the professional services will be made available.
- 1.3 For purposes of this agreement –
 - 1.3.1 words in the singular shall include the plural and one gender shall include the others;
 - 1.3.2 unless the context indicates a contrary intention, "confidential information" means all information of whatsoever nature relating to the business, affairs and interests of the Employer which comes into the possession of the Contractor, any of the employees of the Contractor or any of the Contractor's independent contractors (together, "the affected parties"), or becomes known to it by whatsoever means during the course of carrying out its work under this agreement, or the results of any research conducted by it during the course of carrying out its work under this agreement, other than information:

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- 1.3.2.1 which at the time that it was disclosed to such affected party or came into its possession, was already known to it from other sources or was in the public domain, or thereafter comes into the public domain otherwise than through any default on the part of the affected party;
or
- 1.3.2.2 which becomes known to such affected party without restriction as to its use and disclosure from a third person with valid title to that information;
or
- 1.3.2.3 which was or is developed by or is known to such affected party either before or subsequent to such information being disclosed by the Employer, such affected party having no knowledge of the content of such disclosure.

1.3.3 "Employer" shall mean Trinity Nyakabingo Mine Ltd

1.3.4 "Trinity" shall mean Trinity Metals acting for and on behalf of Trinity Nyakabingo Mine Ltd, Rutongo Mines Ltd and Trinty Musha Mine Ltd

1.3.5 the Employer's representative shall be Mr Calvin Whitford

2. Appointment

The Employer appoints the Contractor to provide Title of Services and the Contractor accepts such appointment to the satisfaction of the Employer's representative, in strict accordance with Scope of Services Annexure "A" hereto.

3. Duration and Termination

The agreement shall commence on 1 March 2024 to 28 February 2025.
Contract term after 28 February 2025 will be subject to mutual agreement by the Parties.

Throughout the term of the Agreement, termination notice may be given in writing one party to the other with three (3) calendar months notice.

Should the Agreement be terminated in terms of this clause and by notice properly served and indebtedness one party to the other cleared, then the Contractor shall not be entitled to any further or other payment.

4. Fees and Invoices

4.1 Fees (Excluding Withholding Tax):

- 4.1.1 The Employer shall pay to the Contractor US \$ 1 083.34 per day for 12 days work per calender month. Equivalent to US \$ 13 000.00 per calender month.
- 4.1.2 The fees shall be payable 16 days after date of invoice receipt and such invoice shall be accompanied by the Management Report for the Services carried out in the month of invoice.
- 4.1.3 Flight tickets to and from Rwanda originating from Johannesburg, will be for the account of the Employer.
- 4.1.4 Accomodation and transport in Rwanda shall be provided by the Employer..
- 4.1.5 The total estimated value for 12 months is US \$ 156 000.00

The total estimated value as reflected herein is the total commitment in terms of the agreement and provided that invoices are within the scope of services and the total estimated value, the Agreement will not be amended to cover interim payments.

The Agreement will only be amended to provide for the following:-

- change of scope,
- an increased commitment, or
- to reflect the final total price at the completion of the agreement.

4.1.6 Withholding Tax and VAT

Work undertaken in Rwanda

10% Withholding Tax and 18% VAT will be applicable for services provided when in Rwanda.

Invoice calculation \$ 13 000.00 plus Withholding Tax \$ 1 300.00 plus 18% VAT \$ 2 340.00: Total Invoice Value \$ 16 640.00

Work undertaken in South Africa

10% Withholding Tax will be applicable for services provided from South Africa.

Invoice calculation \$ 13 000.00 plus Withholding Tax \$ 1 300.00.

Total Invoice Value \$ 14 300. 00

Sixteen (16) days after payment to the Contractor, the Employer shall provide the Contractor with a Certificate confirming payment to the Rwanda Revenue Authority For the value of the Withholding Tax and VAT paid to the Rwanda Revenue Authority.

4.2 Invoices and Statements

Invoices reflecting the agreement number must be addressed to:

Trinity Nyakabingo Mine Ltd
Northern Province
Shyorongi, Rulindo,
Rwanda

For attention:
The Financial Superintendent :
Jean Claude Habyarimana,
jeanclaude.habyarimana@trinity-metals.com

and copied to the Employer's Representative:
Calvin Whitford, calvin.whitford@trinity-metals.com

5. Confidentiality and Confidentiality Agreement

- 5.1 The Contractor undertakes during this agreement and at all times thereafter, to hold in trust and confidence all confidential information which comes into its possession or which becomes known to it in the course of the Contractor's services, and not to disclose or make use of that confidential information in any way whatsoever, or in any way whatsoever make the confidential information available to others, without the prior written consent of the Employer.
- 5.2 The Contractor undertakes to ensure that every person who assists it in the performance of its services in terms of this agreement, whether that person is an employee of the Contractor, an independent contractor, or an employee of an independent contractor, shall acknowledge the matters referred to in 5.3 and agree to be bound by an undertaking in the form of that referred to in 5.1.
- 5.3 The Contractor acknowledges that the results of the research conducted by the Contractor, and every person who assists the Contractor in terms of this agreement, will belong to the Employer absolutely, and that they will not be entitled to any payment for those results or for carrying out any research, whether in the form of a royalty of otherwise, other than the fees payable to the Contractor in terms of this agreement.
- 5.4 On termination of the Contractor's appointment, all documents of whatsoever nature which contain confidential information and which are then in the possession of the Contractor, its employees, independent contractors or their employees, shall be returned forthwith to the Employer and the Contractor shall procure that such documents are so returned. The Contractor shall be entitled to retain for record purposes one copy of documents containing confidential information. For the purposes of this clause, "documents" include any method of reproducing information, whether in document form or stored in any electronic medium.

6. Intellectual Property Rights

- 6.1 The Contractor acknowledges and undertakes to ensure that the Contractor's employees and independent contractors acknowledge that the Employer will become the owner of the intellectual property rights in any work which is eligible for intellectual property rights and which is created by the above parties in the course and scope of providing services in terms of this agreement.
- 6.2 Insofar as it may be necessary, the Contractor cedes and assigns to the Employer all intellectual property rights in any work created or executed by it in the course and scope of this consultancy and undertakes to procure that the Contractor's employees and independent contractors likewise cede and assign such intellectual property rights.
- 6.3 The Contractor undertakes not to exercise any residuary rights and undertakes to procure that the affected parties shall not exercise any residuary rights in respect of any work created or executed by it or them in the course and scope of this agreement.
- 6.4 All work created or executed by the Contractor, in any fields in which it performs consulting services will, unless the Contractor establishes to the contrary, be deemed to have been created or executed by it in the course and scope of its agreement.
- 6.5 The Contractor undertakes to assist the Employer to the best of its ability with any application which the Employer may see fit to make for any form of intellectual property protection, whether in the form of a foreign or Rwandan patent or design right or otherwise, in respect of any concept, idea, process, method or technique which may be discovered by any of the affected parties in the course of performing services in terms of this agreement.
- 6.6 For the purposes of this agreement, the term "intellectual property rights" shall include, but shall not be limited to, copyright and patent and design rights.

7. Breach

- 7.1 If any party breaches any provision of this agreement and remains in breach for 7 days after receipt of written notice from the other party requiring the defaulting party to rectify the breach, or if any party repudiates this agreement, the other party will be entitled to cancel this agreement.
- 7.2 The innocent party's remedies in terms of this clause are without prejudice to any other remedy to which the innocent party may be entitled in law.
- 7.3 Notwithstanding anything to the contrary herein contained, the Contractor shall not be liable for any indirect or consequential damages, which the Employer may suffer as a consequence of the performance by the Contractor of its services hereunder.

8. Force Majeure

- 8.1 Either party shall be relieved of liability for the non-performance or defective performance of any of its obligations under this agreement caused by an act of force majeure, including but not limited to storms, floods, fires, earthquakes, other natural disasters, power failures, unavailability of equipment, strikes, lockouts, boycotts, and actions of the civil and military authorities, changes in laws, rules, regulations or orders which relate to the control or export or re-export of commodities or technical data.
- 8.2 A party subject to force majeure shall as soon as possible notify the other party in writing of the circumstances amounting to force majeure and shall provide an estimate (which shall be updated in writing from time to time) of when those circumstances are expected to cease to apply.
- 8.3 In conditions of force majeure, each party shall take all reasonable steps by whatever lawful means are available to resume all performance of the parties' obligations under this agreement as soon as reasonably possible and shall discuss with the other party ways and means to overcome such conditions.
- 8.4 If conditions of force majeure persist continuously in respect of a party for a period in excess of six months and have a material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this agreement to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice.

9. Miscellaneous Matters

9.1 Any written notice in connection with this agreement may be addressed:

9.1.1 in the case of the Employer to:
Trinity Nyakabingo Mine Ltd
Northern Province
Shyorongi, Rulindo, Rwanda

Tel. + 250 791 345 409

9.1.2 in the case of the Contractor to:

Contractor's Physical Address
6 Aqua Street
Bela Bela 0480
South Africa

9.1.3 The notice shall be deemed to have been duly given:

- 9.1.3.1 7 days after posting, if posted by registered post to the party's address in terms of this sub-clause;
- 9.1.3.2 on delivery, if delivered to the party's physical address in terms of either this sub-clause or the next sub-clause dealing with service of legal documents;
- 9.1.3.3 on despatch, if sent to the party's then telefax number and confirmed by registered letter posted no later than the next business day unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

9.1.4 A party may change that party's address for this purpose, by notice in writing to the other party.

9.2 Entire Agreement

This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in the Agreement.

9.3 No representations

No party may rely on any representation which allegedly induced that party to enter into this agreement, unless the representation is recorded in this agreement.

9.4 Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

9.5 The terms and conditions of this agreement shall be interpreted and implemented in accordance with the laws of Rwanda

10. Resolution of Disputes

10.1 Any dispute between the parties shall be negotiated by the parties in a reasonable manner with a view to resolving the dispute.


10.2 If the procedures under 10.1 fail to resolve the dispute within 30 days it shall be referred to senior executives of the parties who shall negotiate in a reasonable manner with a view to resolving the dispute.

10.3 Should parties fail to resolve the dispute in terms of clauses 10.1 and 10.2 above any party shall be entitled to require, by written notice to the other, that the dispute be submitted to a competent court of Rwanda


Signed at _____ for and on behalf of the Employer on _____ 2024

Name *James M. S.*
Signature 
Title _____
(Who warrants that they are duly authorised)


P.O. Box, Kigali, Rwanda, Phone: +250 791 345 405
nyakabingo@trinity-metals.com www.trinity-metals.com

Name *Jeome Sando*
Signature 
Title *Group supply chain Manager*
(Who warrants that they are duly authorised)

Signed at _____ for and on behalf of the Contractor on 21 March 2024

Name: Greg Brooker
Signature 
Title: Consultant
(Who warrants that they are duly authorised)

ANNEXURE "A"
SCOPE OF SERVICES

1. Advice, guidance to Group Metallurgist and Tech Services Team
2. Develop an optimized mineral processing site by site plan for the group based on current tailings/ROM dumps and LOM plans
 - a. Size
 - b. Flow sheet
 - c. Location
 - d. Design layout
 - e. Construction plans
 - f. Costing
3. Optimise current mineral processing
4. Advice on operational readiness planning for new plants
5. Work with Tech Services and Ops for processing input in metal accounting system
6. Review and advise on laboratory upgrades for LOM requirements
7. Input/advice on tailings design and manage