



TRINITY METALS LIMITED

CONDITIONS OF CONTRACT

FOR

**DETERMINE THE EXTENT OF MINE REHABILITATION LIABILITY AND THE DEVELOPMENT PER MINE OF
INTEGRATED AND COSTED MINE CLOSURE AND REHABILITATION PLANS**

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SECTION A

FORM OF CONTRACT



TRINITY
METALS
FORM OF CONTRACT

CONTRACT NO. 0000001847

THIS CONTRACT is made between

**TRINITY NYAKABINGO MINE LTD,
TRINITY MUSHA MINES LTD
AND
RUTONGO MINES LTD**
(hereinafter referred to as the Employers)

of RWANDA

and

E-TEK EQUITY (PTY) LTD
(hereinafter referred to as the Contractor)

of 11 LUKE STREET, POTCHEFSTROOM, 2531
NORTH WEST PROVINCE
SOUTH AFRICA

Whereas the Employer is desirous that certain Works be carried out by the Contractor:-
viz.

To determine the extent of Mine Rehabilitation Liability and the development per Mine of an Integrated and Costed Mine Closure and Rehabilitation Plan.



Now it is hereby agreed as follows:-

1. In this Conditions of Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall form part of this Contract and shall be read and construed as an inseparable part thereof, viz.:-
 - SECTION A - FORM OF CONTRACT
 - SECTION B - SCHEDULE OF RATES, PROGRAMME AND CONTRACTOR'S PERSONNEL
 - SECTION C - GENERAL CONDITIONS OF CONTRACT
 - SECTION D - SCOPE OF WORKS
3. In consideration of the payments to be made by the Employer to the Contractor, the Contractor agrees to carry out the Works in conformity in all respects with the provisions of the Contract.
4. In consideration of the Works to be provided by the Contractor in terms of the Contract, the Employer will pay to the Contractor the Contract Price at the times and in the manner prescribed in the Contract
5. Notwithstanding the date of signature hereof, the Contract is deemed to have come into operation on the 22nd of May 2024.



SECTION B

SCHEDULE OF RATES,

PROGRAMME

AND

CONTRACTOR'S PERSONNEL



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SCHEDULE OF RATES - Phase 1

The items detailed below shall be deemed to include all items necessary to complete the Works in accordance with the Contract and the rates and prices shall be deemed to be fully inclusive of all the Contractor's activities, costs and profits.

Phase 1 Initial Site Visit and Scoping of Mine Liability					
Site visit to all three Mines for overview of conditions across the operations.					
Workshop with Group and Mine Management to define the scope of each operation's legacy liability.					
1.1	Number of hours	Cost includes disbursements of \$ 2 332.72			
	Trinity Nyakabingo Mine Ltd	hours	18	N/A	\$ 1 438.21
	Rutongo Mines Ltd	hours	106	N/A	\$ 8 493.55
	Trinity Musha Mines Ltd	hours	65	N/A	\$ 5 223.67
	Grand Total for Phase 1	hours	189	N/A	\$ 15 155.43
Professional fees					
1.2	Rwanda Labour Categories and Rate		120	Total	\$ 9 037.84
	Principal Environmental Manager	hours	40	\$ 84.32	\$ 3 372.97
	Technical Lead	hours	40	\$ 84.32	\$ 3 372.97
	Environmental Manager	hours	40	\$ 57.30	\$ 2 291.89
1.3	Head office Labour Categories and Rate		69	Total	\$ 3 784.86
	Principal Environmental Manager	hours	9	\$ 71.35	\$ 642.16
	Technical Lead	hours	11	\$ 71.35	\$ 784.86
	Environmental Manager	hours	21	\$ 48.65	\$ 1 021.62
	Environmental Consultant	hours	2	\$ 35.68	\$ 71.35
	Mine Closure Consultant	hours	13	\$ 58.38	\$ 758.92
	GIS Specialist	hours	13	\$ 38.92	\$ 505.95



SCHEDULE OF RATES - Phase 1.....cont.

The items detailed below shall be deemed to include all items necessary to complete the Works in accordance with the Contract and the rates and prices shall be deemed to be fully inclusive of all the Contractor's activities, costs and profits.


1.4	Air Travel	Contractor to confirm the number of Return Economy Flights for Phase 1. Number.....3.....			Free Issue
	Economy air travel from Contractor's Head Office to and from Rwanda, to be arranged by and for the account of the Employer.				
1.5	Mine Site Accommodation	Contractor to confirm the number Employees to be sent to Mine site for Phase 1. Number.....3.....			Free Issue
	Transfers to and from Airport and Mine Sites and accommodation including food and beverages (excluding cold drink and alcohol) for the account of the Employer.				
1.6	Subsistence Allowance per Contractor's Employee	Unit	No. of Employees	Rate per Day	Total per Day
	7 Day site visit	day	3	26.17	\$ 78.51
Included in Item 1.1 Disbursements \$ 2 332.72					



SCHEDULE OF RATES - Phase 2

The items detailed below shall be deemed to include all items necessary to complete the Works in accordance with the Contract and the rates and prices shall be deemed to be fully inclusive of all the Contractor's activities, costs and profits.

Phase 2 Development of High-level Rehabilitation and Closure Plans for each of the three Mines					
Review of relevant legal requirements and international; best practice with respect to mine rehabilitation & closure					
Review of all related environmental and social assessments and baseline studies					
Determination of Closure Objectives and End land use					
High Level Rehabilitation and Closure Risk Assessment					
Development of Rehabilitation and Closure Criteria					
Development of separate Rehabilitation and Closure Plans for each Mine					
2.1	Number of hours	Cost includes disbursements \$ 2 542.71			
	Trinity Nyakabingo Mine Ltd	hours	85	N/A	\$ 4 458.14
	Rutongo Mines Ltd	hours	500	N/A	\$ 26 224.37
	Trinity Musha Mines Ltd	hours	310	N/A	\$ 16 259.11
	Grand Total for Phase 2	hours	895	N/A	\$ 46 941.62
Professional fees					
2.2	Rwanda Labour Categories and Rate		80	Total	\$ 6 129.73
	Technical Lead	hours	40	\$ 84.32	\$ 3 372.97
	Mine Closure Consultant	hours	40	\$ 68.92	\$ 2 756.76
2.3	Head office Labour Categories and Rate		815	Total	\$ 40811.89
	Principal Environmental Manager	hours	82	\$ 71.35	\$ 5 850.81
	Technical lead	hours	33.5	\$ 71.35	\$ 2 390.27
	Environmental Manager	hours	144	\$ 48.65	\$ 7 005.41
	Environmental Consultant	hours	216	\$ 35.68	\$ 7 705.95
	Mine Closure Consultant	hours	134.5	\$ 58.38	\$ 7 851.89
	Engineering Technologist	hours	55	\$ 74.32	\$ 4 087.84
	Quantity surveyor	hours	29	\$ 48.65	\$ 1 410.81
	GIS Specialist	hours	48	\$ 38.92	\$ 1 868.11
	Geohydrologist	hours	33	\$ 50.54	\$ 1 667.84
	Draughtsman	hours	40	\$ 24.32	\$ 972.97



TRINITY
METALS
SCHEDULE OF RATES - Phase 2.....cont.

The items detailed below shall be deemed to include all items necessary to complete the Works in accordance with the Contract and the rates and prices shall be deemed to be fully inclusive of all the Contractor's activities, costs and profits.

2.4	Air Travel	Contractor to confirm the number of Return Economy Flights for Phase 2. Number.....2.....			Free Issue
	Economy air travel from Contractor's Head Office to and from Rwanda, to be arranged by and for the account of the Employer.				
2.5	Mine Site Accommodation	Contractor to confirm the number Employees to be sent to Mine site for Phase 2. Number.....2.....			Free Issue
	Transfers to and from Airport and Mine Sites and accommodation including food and beverages (excluding cold drink and alcohol) for the account of the Employer.				
2.6	Subsistence Allowance per Contractor's Employee	Unit	No. of Employees	Rate per Day	Total per Day
	7 Day site visit	day	2	26.17	\$ 52.34
Included in Item 2.1 Disbursements \$ 2 542.71					



SCHEDULE OF RATES - Phase 3

The items detailed below shall be deemed to include all items necessary to complete the Works in accordance with the Contract and the rates and prices shall be deemed to be fully inclusive of all the Contractor's activities, costs and profits.

Phase 3 Rehabilitation and Closure Costing					
Data collection and site quantity survey					
Mine Closure Liability for each of the three Mines					
Premature as well as Life of Mine closure liability					
Final Mine Rehabilitation and Closure Reports for the three Mines					
Final Closure Liability for each of the three Mines					
3.1	Number of hours	Cost includes Disbursements \$ 310.52			
	Trinity Nyakabingo Mine Ltd	hours	35	N/A	\$ 1 787.14
	Rutongo Mines Ltd	hours	202	N/A	\$ 10 320.98
	Trinity Musha Mines Ltd	hours	125	N/A	\$ 6 387.82
	Grand Total for Phase 3	hours	362	N/A	\$ 18 495.95
Professional fees					
3.2	Rwanda Labour Categories and Rate	hours	0	Total	Nil
3.3	Head office Labour Categories and Rate		362	Total	\$ 18185.41
	Principal Environmental Manager	hours	4	\$ 71.35	\$ 285.41
	Technical lead	hours	60	\$ 71.35	\$ 4 281.08
	Environmental Manager	hours	8	\$ 48.65	\$ 389.19
	Mine Closure Consultant	hours	4	\$ 58.38	\$ 233.51
	Engineering Technologist	hours	66	\$ 74.32	\$ 4 905.41
	Quantity surveyor	hours	104	\$ 48.65	\$ 5 059.46
	Geohydrologist	hours	8	\$ 50.54	\$ 404.32
	Draughtsman	hours	108	\$ 24.32	\$ 2 627.03



SCHEDULE OF RATES - Phase 3.....cont.

The items detailed below shall be deemed to include all items necessary to complete the Works in accordance with the Contract and the rates and prices shall be deemed to be fully inclusive of all the Contractor's activities, costs and profits.

3.4	Air Travel	Contractor to confirm the number of Return Economy Flights for Phase 3.			Free Issue
	Economy air travel from Contractor's Head Office to and from Rwanda, to be arranged by and for the account of the Employer.	Number.....0.....			
3.5	Mine Site Accommodation	Contractor to confirm the number Employees to be sent to Mine site for Phase 3.			Free Issue
	Transfers to and from Airport and Mine Sites and accommodation including food and beverages (excluding cold drink and alcohol) for the account of the Employer.	Number.....0.....			
3.6	Subsistence Allowance per Contractor's Employee	Unit	No. of Employees	Rate per Day	Total per Day
	Not applicable	day	0	26.17	\$-



PROGRAMME

Initial Site Visit	2/8 June 2024
DRAFT Mine Rehabilitation and Closure Reports	September 2024
FINAL Mine Rehabilitation and Closure Reports	October 2024
DRAFT Closure Liability Estimates	November 2024
FINAL Closure Liability Estimates	December 2024



CONTRACTOR'S PERSONNEL

Phase 1		
Name	Position	Task
Jeanette Erasmus	Director Principal Environmental Manager	<ul style="list-style-type: none"> • Lead Consultant and Closure Planning Practitioner • Closure and Rehabilitation Expert
Leon Koekemoer	Director Technical Lead	<ul style="list-style-type: none"> • Project Manager and Reviewer • Closure and Rehabilitation Expert
Nadine Coetzer	Environmental Manager & Mine Closure Consultant	<ul style="list-style-type: none"> • Closure and Rehabilitation Expert <p>Compilation and updating of the Closure Plans, Closure Criteria, Risk Assessments, Opportunities Analysis, Master Action Plan & Environmental Aspects.</p>

Phase 2		
Name	Position	Task
Jeanette Erasmus	Director Principal Environmental Manager	<ul style="list-style-type: none"> • Lead Consultant and Closure Planning Practitioner • Closure and Rehabilitation Expert
Leon Koekemoer	Director Technical Lead	<ul style="list-style-type: none"> • Project Manager and Reviewer • Closure and Rehabilitation Expert



CONTRACTOR'S PERSONNEL PHASE 2cont.

Nadine Coetzer	Environmental Manager & Mine Closure Consultant	<ul style="list-style-type: none"> • Closure and Rehabilitation Expert <p>Compilation and updating of the Closure Plans, Closure Criteria, Risk Assessments, Opportunities Analysis, Master Action Plan & Environmental Aspects.</p>
Jacques Potgieter	Environmental Consultant & Mine Closure Consultant	<p>Closure Criteria, Risk Assessments, Environmental Aspects and assisting the Environmental Manager with report writing.</p>
Gerrie van Wyk	Geohydrologist & GIS Analyst	<ul style="list-style-type: none"> • Geohydrologist <p>Environmental and Reference Mapping. Evaluation of Biophysical criteria, risks and water related aspects.</p>
Deon Slabbert	Civil Engineer	<ul style="list-style-type: none"> • Civil / Environmental Engineer <p>Mining Aspects: Modelling and update of volumes.</p>
Joani Taljaard	Quantity Surveyor	<ul style="list-style-type: none"> • Estimator <p>Closure Liability Estimates & Infrastructural Aspects</p>
Christo van Staden	Draughtsman	<ul style="list-style-type: none"> • Updating and designing of reference maps & Mining Aspects Illustrations and sections. Assisting the Quantity Surveyor with Infrastructural Aspects and measurements.
Marco Vermaak	Draughtsman	<ul style="list-style-type: none"> • Updating and designing of reference maps & Mining Aspects Illustrations and sections. Assisting the Quantity Surveyor with Infrastructural Aspects and measurements.
Yolande Weldon	Financial Manager	<ul style="list-style-type: none"> • All Financial Tasks

CONTRACTOR'S PERSONNEL

Phase 3		
Name	Position	Task
Jeanette Erasmus	Director Principal Environmental Manager	<ul style="list-style-type: none"> • Lead Consultant and Closure Planning Practitioner • Closure and Rehabilitation Expert
Leon Koekemoer	Director Technical Lead	<ul style="list-style-type: none"> • Project Manager and Reviewer • Closure and Rehabilitation Expert
Nadine Coetzer	Environmental Manager & Mine Closure Consultant	<ul style="list-style-type: none"> • Closure and Rehabilitation Expert
		Compilation and updating of the Closure Plans, Closure Criteria, Risk Assessments, Opportunities Analysis, Master Action Plan & Environmental Aspects.
Jacques Potgieter	Environmental Consultant & Mine Closure Consultant	Closure Criteria, Risk Assessments, Environmental Aspects and assisting the Environmental Manager with report writing.
Gerrie van Wyk	Geohydrologist & GIS Analyst	<ul style="list-style-type: none"> • Geohydrologist <p>Environmental and Reference Mapping. Evaluation of Biophysical criteria, risks and water related aspects.</p>
Deon Slabbert	Civil Engineer	<ul style="list-style-type: none"> • Civil / Environmental Engineer <p>Mining Aspects: Modelling and update of volumes.</p>
Joani Taljaard	Quantity Surveyor	<ul style="list-style-type: none"> • Estimator <p>Closure Liability Estimates & Infrastructural Aspects</p>
Christo van Staden	Draughtsman	<ul style="list-style-type: none"> • Updating and designing of reference maps & Mining Aspects Illustrations and sections. Assisting the Quantity Surveyor with Infrastructural Aspects and measurements.
Marco Vermaak	Draughtsman	<ul style="list-style-type: none"> • Updating and designing of reference maps & Mining Aspects Illustrations and sections. Assisting the Quantity Surveyor with Infrastructural Aspects and measurements.
Yolande Weldon	Financial Manager	<ul style="list-style-type: none"> • All Financial Tasks



GENERAL CONDITIONS OF CONTRACT

SECTION

C



CONTRACT No. 0000001847

**DETERMINE THE EXTENT OF MINE REHABILITATION LIABILITY AND THE DEVELOPMENT PER MINE OF
INTEGRATED AND COSTED MINE CLOSURE AND REHABILITATION PLANS**

GENERAL CONDITIONS OF CONTRACT

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1. Introduction and Definitions

The Employers requires the Contractor to determine the extent of Mine Rehabilitation Liability and the development per Mine of Integrated and Costed Mine Closure and Rehabilitation Plans.

The scope of services to be undertaken by the Contractor is described Section D.

- 1.1 The Contractor has agreed to render such Services to the Employers.
- 1.2 The parties wish to record in writing the terms and conditions on which the Services will be made available.
- 1.3 For purposes of this Contract –
 - 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 Employers 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 Contract, or the results of any research conducted by it during the course of carrying out its work under this Contract, other than information –
 - 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 Employers, such affected party having no knowledge of the content of such disclosure.
 - 1.3.3 the Employer's representative shall be Mr Sam Ryumugabe, Group Sustainability Manager.
 - 1.3.4 Employers shall mean Trinity Nyakabingo Mine Limited, Rutongo Mines Limited and Trinity Musha Mines Limited acting in respect of their Contracting capacity.
 - 1.3.5 Trinity Metals Limited shall mean the Company acting for and on behalf of the Employers.



2. Appointment

The Employers appoints the Contractor to provide the Services and the Contractor accepts such appointment in strict accordance with Contract.

3. Duration and Termination

The Contract Duration shall be for a 7 (seven) month period.

The Contract shall commence on 22 May 2024 when Contract Award was confirmed.
Phase 1 Rwanda Site Visit to be undertaken 2 to 8 June 2024.

The Contract shall at all times be subject to 30 calendar days written notice of termination. Should the Contract be terminated in terms of this clause and by notice properly served and indebtedness of one party to the other be cleared, then the Contractor shall not be entitled to any further or other payment.

4. Fees, Invoices and Payment

4.1 Fees:

4.1.1 The Employers shall pay to the Contractor the fees recorded in Section "B" hereto. Such fee excludes any tax that may be applicable.

4.1.2 Fees shall be payable 30 days after invoice date and on presentation of the monthly report.

4.1.3 The Total Estimated Cost: \$ 80 593.00 (US\$ Eighty Thousand, five hundred and ninety three).

Total Estimated Cost per Mine:	Trinity Nyakabingo Mine Ltd	\$ 7 683.49
	Rutongo Mines Ltd	\$ 45 038.90
	Trinity Musha Mines Ltd	\$ 27 870.60

The Total Estimated Cost is the total commitment in terms of the Contract and provided that invoices are within the scope of services and the Total Estimated Cost, the Contract will not be amended to cover interim payments.

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

- change of scope,
- an increase/decrease of commitment, or
- to reflect the final total price at the completion of the Contract.



4.2 Invoices and Statements

Invoices reflecting the Contract number must be addressed to the Financial Superintendents and copied to sam.ryumugabe@trinity-metals.com :

Trinity Nyakabingo Mine Ltd
Jean Claude Habyarimana
Financial Superintendent
jclaude.habyarimana@trinity-metals.com

Trinity Musha Mines Ltd
Gilbert Habimana
Financial Superintendent
gilbert.habimana@trinity-metals.com

Rutongo Mines Limited
Benon Kamugisha
Financial Superintendent
Benon.kamugisha@trinity-metals.com

4.3 Payment

Invoices received by the Employers in accordance with the Contract and by not later than the 28th day of the month in which the Services have been provided, to be paid by the Employers within 30 days.

5.0 Professional Indemnity and Contractor's Indemnity

The Contractor has Professional Indemnity Insurance to the value of \$ 213 000.00. The Employers, their agents, representatives or employees are indemnified by the Contractor against all claims of whatsoever nature arising out of any loss, damage, death or injury to persons or property resulting from the carrying out of the Contract by the Contractor or any of its Sub Contractors, agents, representatives or employees except where such loss, damage, death or injury is caused by any act or omission of the Employers, its agents, representatives or employees.



6 Health and Safety

The Contractor shall comply with the Employer's Health and Safety Policies and Procedures. Medical attention provided for the Contractor's Personnel and hygiene standards must be of a standard acceptable to the Employers. In the event of any of the Contractor's Personnel becoming ill or injured on the Site, through any cause whatsoever including assault, the Employers reserves the right to arrange for such medical, surgical and hospital services as they considers necessary and the Contractor undertakes and agrees to pay all expenses thereby incurred. The Employers reserves the right to have local Contractor's Personnel submit themselves to medical examination on arrival at the Site and/or at later dates in the event of absenteeism through illness. All costs and expenses in relation thereto shall be borne by the Contractor.

7. Confidentiality and Confidentiality Contract

The Contractor undertakes during this Contract 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 Employers.

The Contractor undertakes to ensure that every person who assists it in the performance of its Services in terms of this Contract, 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 9.3 and agree to be bound by an undertaking in the form of that referred above.

The Contractor acknowledges that the results of the Services conducted by the Contractor, and every person who assists the Contractor in terms of this Contract, will belong to the Employers 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 or otherwise, other than the fees payable to the Contractor in terms of this Contract.

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 Employers 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.



8. Intellectual Property Rights

The Contractor acknowledges and undertakes to ensure that the Contractor's employees and independent Contractors acknowledge that the Employers 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 Contract.

Insofar as it may be necessary, the Contractor cedes and assigns to the Employers all intellectual property rights in any work created or executed by it in the course and scope of this Contract and undertakes to procure that the Contractor's employees and independent Contractors likewise cede and assign such intellectual property rights.

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 Contract.

All work created or executed by the Contractor, in any fields in which it provides the 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 Contract.

The Contractor undertakes to assist the Employers to the best of its ability with any application which the Employers 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 Contract.

For the purposes of this Contract, the term "intellectual property rights" shall include, but shall not be limited to, copyright and patent and design rights.

9. Breach

If any party breaches any provision of this Contract 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 Contract, the other party will be entitled to cancel this Contract forthwith.

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.

Notwithstanding anything to the contrary herein contained, the parties shall not be liable for any indirect or consequential damages, which a party may suffer as a consequence of the performance by the Contractor of its services hereunder.



10. Force Majeure

Either party shall be relieved of liability for the non-performance or defective performance of any of its obligations under this Contract 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.

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.

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 Contract as soon as reasonably possible and shall discuss with the other party ways and means to overcome such conditions.

If conditions of force majeure persist continuously in respect of a party for a period in excess of 14 (fourteen) calendar days and have a material adverse effect on the other party, and the parties are within such period unable to reach written Contract on amendments to the relevant provisions of this Contract to take into account such conditions, the other party may terminate this Contract with immediate effect on written notice.

11. Miscellaneous Matters

11.1 Any written notice in connection with this Contract may be addressed:

in the case of the Employers to:

The Employers
Masoro Sector,
Rulindo District
Rwanda

in the case of the Contractor to:

11 Luke Street
Potchefstroom, 2531
North West Province
South Africa



The notice shall be deemed to have been duly given:

7 days after posting, if posted by registered post to the party's address in terms of this sub-clause.

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.

on despatch, if sent to the party's then e-mail address 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.

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

11.2 Entire Contract

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

11.3 No representations

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

11.4 Variation, cancellation and waiver

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

12. Governing Law

The terms and conditions of this Contract shall be interpreted in accordance with the laws of Rwanda.



13. Resolution of Disputes

- 13.1 Any dispute between the parties shall be negotiated by the parties in a reasonable manner with a view to resolving the dispute.
- 13.2 If the dispute cannot be concluded by negotiation 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.
- 13.3 Should parties fail to resolve the dispute in terms of clauses 13.1 and 13.2 above, any party shall be entitled to refer the dispute to the competent courts of Rwanda.



SCOPE OF WORK

SECTION

D

DETERMINE THE EXTENT OF MINE REHABILITATION LIABILITY AND THE DEVELOPMENT PER MINE OF INTEGRATED AND COSTED MINE CLOSURE AND REHABILITATION PLANS

SCOPE OF WORK

1. GENERAL OVERVIEW

Trinity Metals Limited (Trinity Metals) was formed in 2022 with the consolidation of three mines: Nyakabingo Mine (formerly Eurotrade International), Rutongo Mines Limited (Tinco) and Musha Mine (Piran). The consolidation elevated Trinity Metals to its position as a leading mining company and private sector employer in Rwanda. The board of directors was appointed in May 2022 with representation from the major shareholders to oversee the company's strategy and governance in Rwanda.

This document provides the Scope of Work for the following services required in 2024:

Mine Rehabilitation and Closure Planning and Liability Cost Estimate for three mines under Trinity Metals.

Background to the TML operations is provided in the sections below. A detailed scope of works is provided in Section 2.

NOTE:

- TMG has commissioned updated Environmental and Social Impact Assessments (ESIAs) for each of the Mines. This process, which entails extensive baseline social, cultural and biophysical studies, is programmed for completion in May 2024.
- Rehabilitation and Closure Planning and Costing has not been previously undertaken for the three mines which fall under Trinity Metals. There is therefore no basis to the proposed exercise.

1.1 Rutongo Mines Limited

Rutongo Mines sit 26km north of Kigali (Fig 1), comprising six underground tin mines – Gisanze, Masoro, Nyamyumba, Gasambya, Karambo and Mahaza (Fig 2). Together, they contain one of the biggest cassiterite (tin ore) deposits in Africa.

Tin exploitation at Rutongo began in 1931, and from the 1940s, the mines consistently exported 800 tonnes a year of cassiterite. By the 1950s, SOMUKI, a Belgian mining company, had developed the mine into the largest tin concentrate producer in Rwanda. In 1973, the fusion of former colonial mining sites gave rise to SOMIRWA (Société Des Mines Du Rwanda), a joint venture between the Government of Rwanda and GEOMINES. This Belgium-based mining company operated on site until its liquidation in 1986.

At this time, the mines were nationalised and operated under REDEMI (Regie d'Exploitation et de Developpement des Mines). The mines closed in 1994 when the genocide occurred. In 1995 they reopened under REDEMI as a miners' co-operative and operated as such until 2008, when the government re-privatized them.

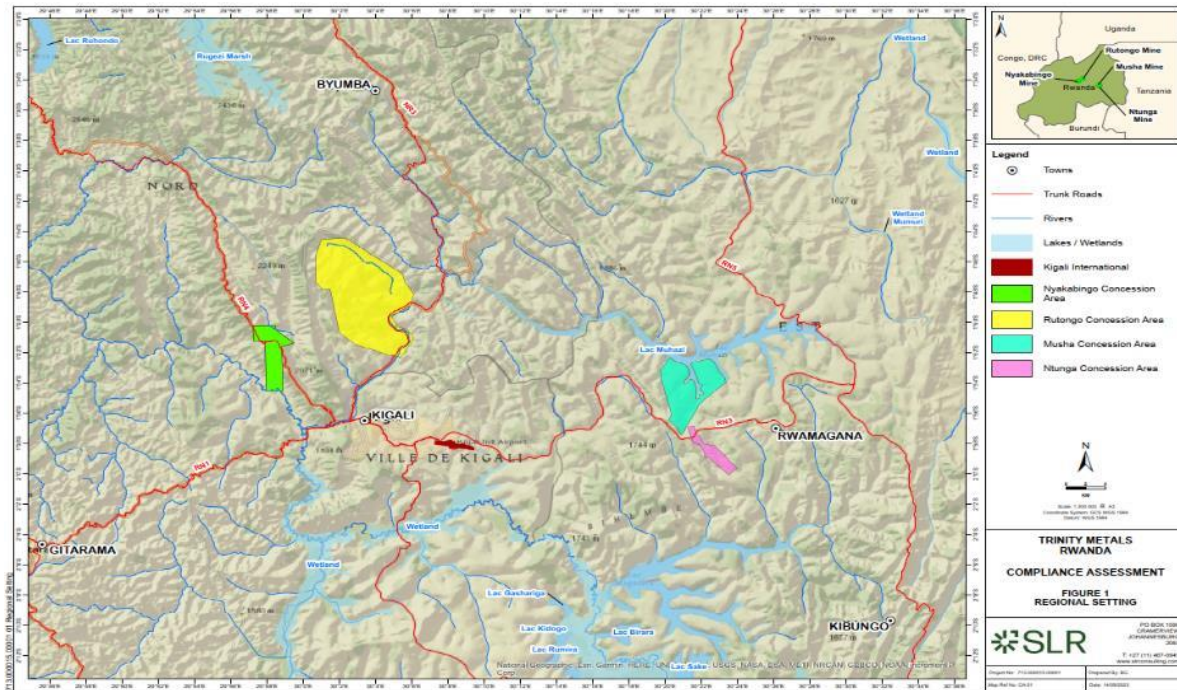


Figure 1: Regional Setting

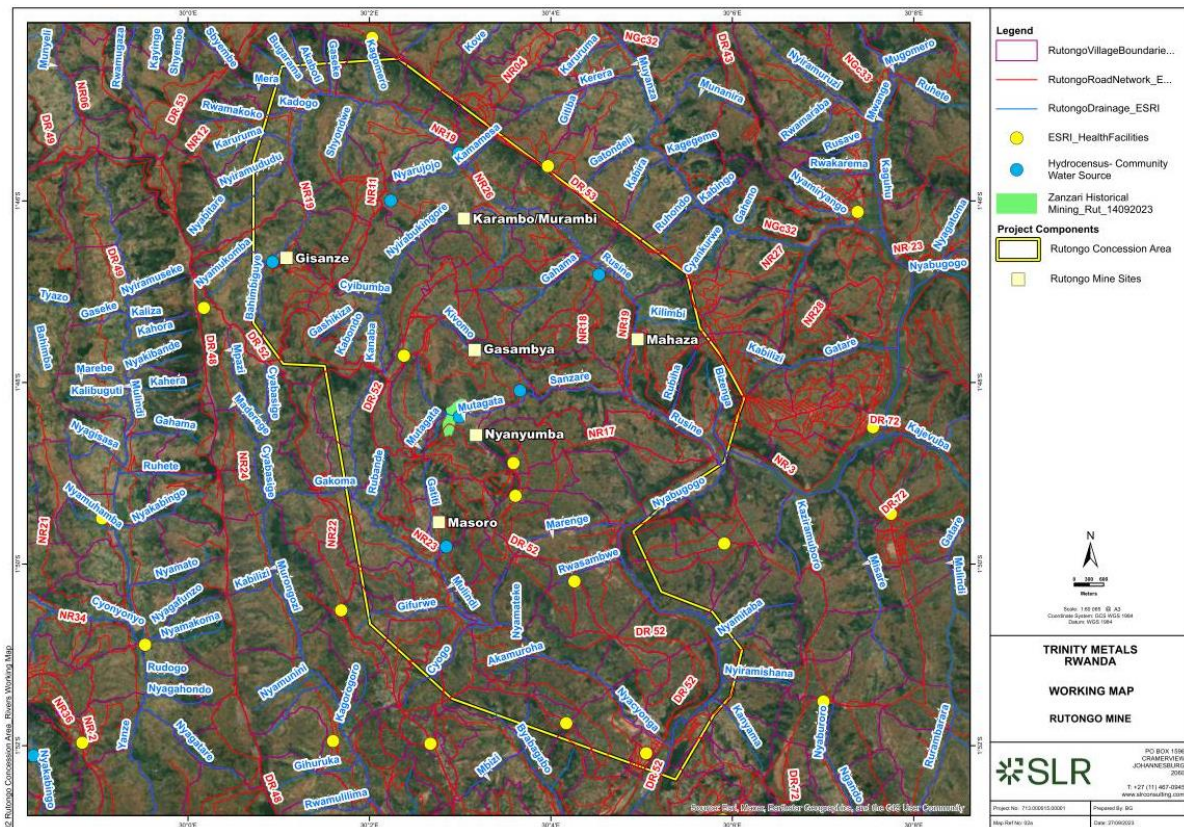


Figure 2: Rutongo Concession

Rutongo Mines, located in the Rulindo District, occupy a vast mining concession (9600ha) which is densely populated by rural communities and intensively cultivated in areas not designated for active mining. It is estimated as hosting a population of >90 000 (2022 census). Large areas of the concession are designated state forests (mainly eucalyptus) and labour-intensive aggregate mining takes place along most of the rivers.

Cassiterite is mined from underground workings accessed via horizontal tunnels (drives or “BVs”). Drilling and blasting occur at the active faces, with handpicking (nuggetting) of high-grade ore taking place on site. Bagged and low-grade product is trammed out of the tunnels using small electrical locomotives for further processing on surface. Processing of off-reef (low grade) material is currently still a very manual operation, using open sluicing to gravity separate out the concentrated ore, which is bagged and taken to the central upgrade plant at the Rutongo Main Camp.

The primary mine at Rutongo, Nyamyumba Mine, has a 30tph gravity separation processing plant through which some of the mine’s ore is processed. It is the Company’s intention to mechanise operations through the establishment of more processing plants with the ultimate aim of terminating manual sluicing. In the near-term, a new 12.5 tph plant will be installed at the satellite mine site, Karambo, which will include the establishment of a new wet tailings facility and the retreatment of tailings which has accumulated on the banks in the bed of the nearby river.

RML employs a workforce of ~2500, 65% of which comprises contractors – many of whom were formerly engaged in unauthorised ASM practices.

The long mining history of Rutongo Mines has resulted in extensive mining legacy issues in the form of old underground mine workings, tunnel entrances (mostly barred) and tailings dumps. The rivers are highly impacted by previous and current legal and illegal mining of cassiterite and building aggregate.

1.2 Trinity Nyakabingo Mine

Trinity Nyakabingo tungsten ore mine sits 19km (by road) to the northwest of Kigali in the Northern Province, near the village of Shyorongi, in the Rulindo District (Fig 1). The mine produces more than 70 tonnes per month under a 25-year license that began in 2015.

Exploration of the mine’s alluvial deposits began in the late 1930s, but it was only after WWII that systematic open cast mining began. Underground mining started in the late 1960s with adits, followed by drives along quartz veins situated in bedding planes. Nyakabingo Mine (under Eurotrade International) was incorporated into Trinity Metals in 2022 and renamed Trinity Nyakabingo. Nyakabingo Mine falls within a 1,600ha concession, which includes state forests, rural settlements and agricultural lands (Fig 3). The mining operations are confined to the top end of a south-facing and steep-sided horseshoe amphitheatre, which forms the headwaters of the Nyakabingo River which enters the large Nyabarongo River roughly 5km from the mine.



Recent geochemical baseline studies have identified the potential for AMD, which is supported by the surface water monitoring results. The mine has recently instituted a water treatment system to neutralise recycled water and to minimise the release of acid water to the environment. Ongoing monitoring and the geochemical assessment outcomes will inform a more permanent water management plan.

1.3 Trinity Musha Mine

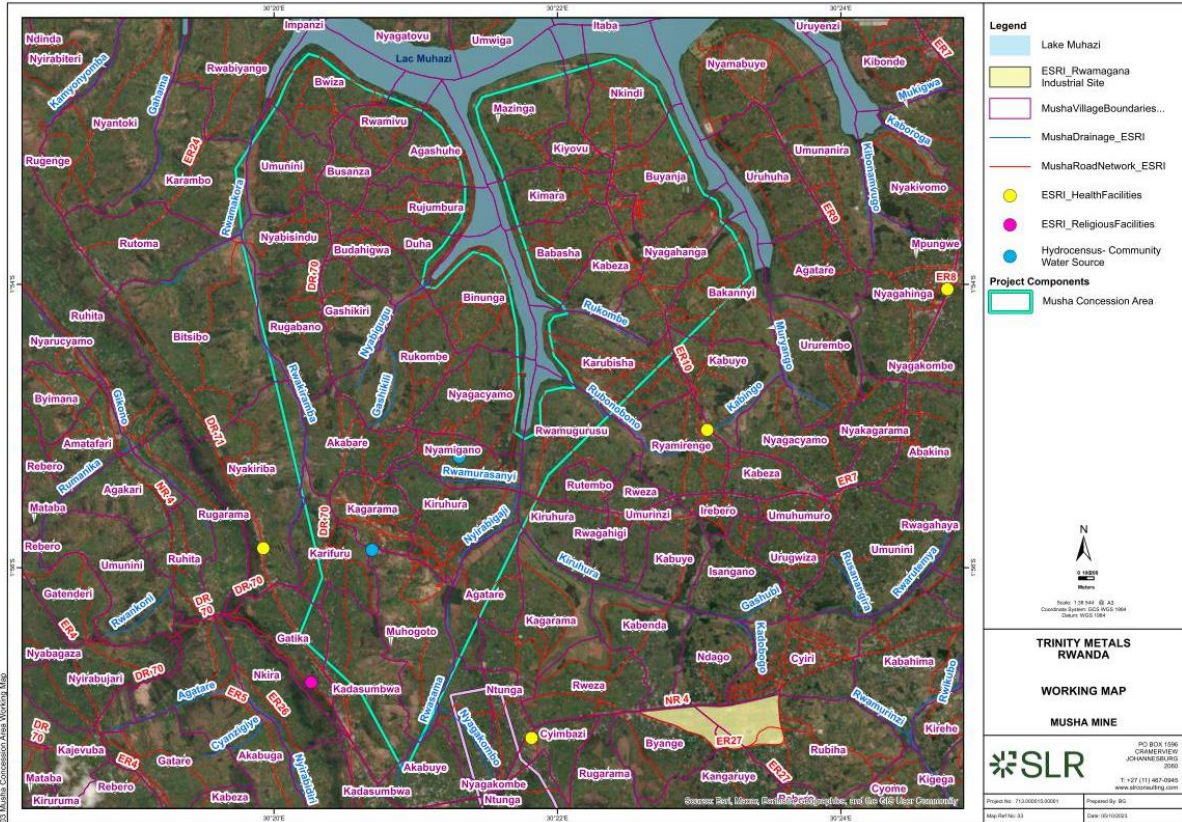
Trinity Musha is located in Rwanda's prolific tin region – Rwamagana District – 45 km from Kigali in the Eastern Province (Fig 1). The mining operations occupy the Musha and Ntungwa mining concessions (Figs & 5), which straddles the watershed of two catchments – the Nyabugogo catchment and Lake Muhazi to the north, and the Rwangunda catchment and Lake Mugesera to the south. Musha Mine is on the northern side of the Kigali-Rwamagana road which runs along the watershed, while the Ntungwa mining operations are on the southern side of the road. The size of the Musha/Ntungwa concession complex is 6,094ha excluding exploration license that is under review by the Rwanda mining Board.

The mines have principally been the sites for the exploitation of cassiterite and to a lesser extent of tantalite and ferberite. Between 1928 and 1985, the Musha mine was worked successively by Société Minière de la Télé (1928), Minétain (1928-1973) and Société des Mines du Rwanda (SOMIRWA) (1973-1985). The Ntungwa deposit was added to the mining license area in 1939.

In 2008, the Musha-Ntungwa complex was separated, and the Musha perimeter was issued to Rwanda Minerals & Mining while the Mwulire and Ntungwa permits were mostly worked by artisanal diggers. In 2012 following a decision to re-consolidate the two neighbouring deposits, the combined Musha–Ntungwa property was made available for tender. In September 2013, Pella Rwanda (later Piran Rwanda Limited) were awarded the Mining and Exploitation License for the Musha-Ntungwa Concession. The mines produce around 30 tonnes per month of tin, as well as small amounts of Coltan from the Duha and Ntungwa sub-sites, under a 25-year license that began in 2014 under Piran Rwanda Limited. Musha-Ntungwa Mine was incorporated into Trinity Metals in 2022, and renamed Trinity Musha Mines Ltd.

Cassiterite is mined from underground workings accessed by adits into horizontal drives and by vertical shafts. Although the operation consists of a number of sub-mines, more than 95% of the production comes from the main Musha mines. The primary multi-level workings are accessed by Musha Tunnel in the Musha concession. A number of satellite shafts are operated in the vicinity of Musha tunnel. All of the mining is undertaken by subcontractors under the supervision of Trinity Musha technical and HSE staff.

No drilling and blasting is currently taking place at Musha Mines. Jackhammering is used to loosen the ore or waste rock. Handpicking of nuggets takes place at the face, with all material removed to surface using wheelbarrows for further sorting and processing. Ore is processed using manual sluicing on the banks for a former tailings facility. Product is removed to the Musha Main Camp where is crushed treated at a small upgrade plant before being bagged and tagged for export. Minor operations are taking place at Ntungwa, with only two active tunnels. All product bought to surface is taken to Musha for processing.



Figures 4&5: The Mushi / Ntunga concession Complex

Trinity Musha is in the process of developing a new decline (Heza Decline) which will be the future main access to all underground working areas. This will allow for the expansion and mechanisation of mining operations, including drill blast and mechanical tramming. Increased product will necessitate increased mechanical processing capacity, with associated waste rock and tailings facilities.

Trinity Musha employs ~2900 people – 90% of whom are working under subcontractors. Many previously unauthorised miners have been absorbed into the workforce.

Mining legacy issues include old tunnels dating back to the 1930s, and surface tailings. Opencast mining occurred in the Ntungwa area in the past, leaving deep excavations and high hanging walls in the area underlain by a pegmatite, currently being explored for lithium potential. Recent surface and groundwater testing, as well as geochemical investigations identified a low potential for ADM, with sufficient buffering capacity within the material to counteract sulphide oxidation.

1.4 Lithium Exploration

Trinity Metals is currently undertaking deep drilling in the Ntungwa concession to further define the economic potential for future lithium mining and to evaluate extraction options. Deep drilling to >600m is underway to define the extent of the deposit and to retrieve samples for laboratory testing. Initial results are encouraging, but extensive investigation and feasibility assessments are required prior to defining the resource and incorporating it into the business model.

2. Scope of WORKS

Trinity Metals, incorporating the three mines outlined in Section 1, requires the services of an experienced and competent environmental engineering consultant to assist with determining of extent of the TMG mining liability; development of Integrated Mine Closure and Rehabilitation Plans; and determination of Liability Cost Estimates for each of the three mines.

The services are required to meet the Rwandan National Regulations for environmental rehabilitation guarantee (*Regulations of the Chief Executive Officer No. 001/MINES/RMB/2029 of 18/07/1029 Determining the Nature, Amount and Deposit of Environmental Rehabilitation Guarantee*). In addition to national regulations, the services provided must be aligned to Good International Industry Practice for mine rehabilitation, closure and costing.

The services should be undertaken in a phase approach:

2.1 Phase I: Initial Site Visit and Scope of Mine Liability

The following activities are envisaged:

- Site visit to all three of Trinity Mines for an overview of conditions across the operations;
- Workshop with Group and Mine Management to define the scope of each operation's legacy liability¹. This will inform the detailed Scope for the Mine Closure and Rehabilitation Plans and quantum.

¹ Given that all the mines have been operational for a number of decades and have been mined by various parties, including state entities, and recognising that unauthorised (unlawful) mining has taken place historically and continues unabated in each of the concessions to some extent, it is necessary to assess the legal and moral scope of Trinity Metals environmental legacy.

2.2 Phase II: Development of High-level Rehabilitation and Closure Plans for each of the TMG mines.

Activities to include:

- Review of relevant legal requirements and international best practice with respect to mine rehabilitation and closure;
- Review of all related environmental and social assessments and baseline studies;
- Determination of Closure Objectives and End land use;
- High-level Rehabilitation and Closure Risk Assessment;
- Development of Rehabilitation and Closure Criteria; and
- Development of separate Rehabilitation and Closure Plans for each of the TMG mines.

2.3 Phase III: Estimation of Rehabilitation and Closure Costing

Activities to include:

- Data collection and site quantity survey.
- Mine Closure Liability Estimates for each of the TMG mines.
- Premature as well as LOM closure liability estimates are required.

3. DELIVERABLES

The following deliverables are required from the Consultant:

1. Phase I Report: including the definition of the TMGs mines legacy and SOW for Phases IIa and IIb;
2. Mine Rehabilitation and Closure Reports for each of TMG’s operations (Rutongo Mines; Trinity Nyakabingo and Trinity Musha).
3. Separate Closure Liability Estimates for each of TMG’s operations (Rutongo Mines; Trinity Nyakabingo and Trinity Musha)

4. PROGRAMME

The following programme is to apply:

Initial Site Visit	2/8 June 2024
DRAFT Mine Rehabilitation and Closure Reports	September 2024
FINAL Mine Rehabilitation and Closure Reports	October 2024
DRAFT Closure Liability Estimates	November 2024
FINAL Closure Liability Estimates	December 2024