

SOCIAL INVESTMENT ADVISORY AND DFC TA GRANT MANAGEMENT SERVICES

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO.:

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

and

**MARTINA BENNETT
49 KG 5 AVE, KACYIRU
KIGALI, RWANDA
+250 795 048 275, martina.bennett@gmail.com
("the Contractor")**

1. Introduction and definitions

The Company wishes to 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 Company.
- 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 Company 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:




- 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 Company, such affected party having no knowledge of the content of such disclosure.
- 1.3.3 "Company" shall mean Trinity Nyakabingo Mine Ltd
- 1.3.4 "Trinity" shall mean Trinity Metals Ltd acting for and on behalf of Trinity Nyakabingo Mine Ltd, Rutongo Mines Ltd and Trinity Musha Mines Ltd
- 1.3.5 The "Company's Representative" shall be the Company Sustainability Manager, Sam Ryumugabe or anyone else occupying the similar position.

2. Appointment

The Company appoints the Contractor to provide Social Investment Advisory and DFC TA Grant Management Services and the Contractor accepts such appointment to the satisfaction of the Company's representative, in strict accordance with Scope of Services Annexure "A" hereto.

3. Duration and Termination

The agreement shall commence on 1 September 2024 and terminate 24 months thereafter, 31 August 2026

Extension of Contract term after 31 August 2026 will be subject to mutual agreement by the Parties and confirmed before the above Termination Date by an official Amendment to this Agreement.

Throughout the term of the Agreement, termination notice may be given in writing one party to the other with thirty (30) calendar days' 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 Contractor shall provide the Services in Rwanda an estimated 10 days per calendar month which may be increased or decreased as required by the Company's Representative
The Rate per day is US \$ 600 (six hundred).
- 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 Accommodation and transport in Rwanda shall be provided by the Company. In instances that the Contractor is required, on the request of the Company's Representative, to provide other transport, the cost as agreed with the Company's Representative shall be included in the Monthly Invoice.
- 4.1.4 The total estimated value for 24 (twenty-four) months is US 144 000.00 (one hundred and forty-four thousand) and excludes all Taxes

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.

4.2 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,
jclaude.habyarimana@trinity-metals.com

and copied to the Company's Representative:
Sam Ryumugabe, e-mail sam.ryumugabe@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 Company.
- 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 Company 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 Company 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 Company 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 Company 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.

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- 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 Company to the best of its ability with any application which the Company 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 Company may suffer as a consequence of the performance by the Contractor of its services hereunder.

8. Conflict of Interest

Contractor represents and warrants that the terms of this Agreement do not violate or conflicts with the terms of any other contractual or legal obligation s/he may owe to any employer, affiliated company, business partner including the US DFC or other third party or any applicable policy of such employer, affiliated institution, company or third party. Contractor agrees that during the term of this Agreement, s/he will not accept work or enter into a contract or accept an obligation that would conflict with the terms of this agreement.

9. Force Majeure

- 9.1 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.



- 9.2 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.
- 9.3 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.
- 9.4 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.

10. Miscellaneous Matters

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

10.1.1 in the case of the Company to:

Trinity Nyakabingo Mine Ltd
Northern Province
Shyorongi, Rulindo, Rwanda

Tel. + 250 791 345 409

10.1.2 in the case of the Contractor to:

Martina Bennett
49 KG 5 Ave,
Kigali, Rwanda

Tel +250 795 048 275

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

10.1.3.1 7 days after posting, if posted by registered post to the party's address in terms of this sub-clause;

10.1.3.2 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.

10.1.3.3 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.

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

10.2 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.

10.3 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.

10.4 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.

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

11. Resolution of Disputes

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

11.2 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 Company on 29/08/2024

Name James Mudahunga

Signature 


Title General Manager
(Who warrants that they are duly authorised)

Name PETER GEUM

Signature 

Title CEO
(Who warrants that they are duly authorised)

Signed at _____ for and on behalf of the Contractor on 03/09/2024

Name Martina Bennett

Signature 

Title The Contractor
(Who warrants that they are duly authorised)

ANNEXURE "A"

SCOPE OF SERVICES (TERMS OF REFERENCE TOR)



1. Preamble

Trinity Metals Limited (the Company) is a privately owned company engaged in the mining and exploration of tin, tungsten, tantalum and lithium in Rwanda. The Company is currently developing and operating three mining complexes in Rwanda near the city of Kigali: Rutongo Mine (tin); Trinity Nyakabingo Mine (tungsten); and Trinity Musha Mine (tin and tantalum, with lithium exploration).

The Company has applied to the DFC for \$35m equity investment for the Project. Supplementary to the application, Trinity Metals applied to the DFC for pre-investment Technical Assistance to assist in funding specific activities related to supporting and improving environmental and social governance at each of the three mines.

The Company entered into a TA Grant Agreement with the US DFC in June 2024 whereby the DFC undertook to partially fund the cost of Services in support of the project (DFC Project Number 9000116342). The Grant Agreement is appended to this ToR.

2. Objectives and Scope of TA Projects

The scope of the projects is encompassed in the Technical Assistance Implementation Plan (TAIP), included in the Grant Agreement. The objective of the TA is to prepare the Grantee to receive a \$35,000,000 equity investment from DFC by modernizing practices and meeting IFC performance standards.

The TA will focus on identifying and assessing existing E&S impacts and historical mine legacy issues and developing management plans and programs to address them. The TA will also enhance skills development and meet training needs in critical areas of the operation to support mine expansion and transformation. DFC TA will be used to accelerate the implementation of an IFC Performance Standard-compliant and ISO-standard integrated Safety Health Environment & Community ("SHEC") Management System.

Key activities are as follows:

1. Trinity Metals Group Skills Training and People Development
2. Development and Implementation of an integrated, group-wide SHEC Management System
3. Formulation of an Integrated Development Plan (IDP) for the Rutongo Concession
4. The Development of a Legacy Tailings Management and River Rehabilitation Plan for Rutongo, Musha and Nyakabingo Concessions
5. Preliminary Environmental Assessment/Site Inspections for all three of the TMG mines (Rutongo, Nyakabingo and Musha)
6. Notwithstanding the fact that the TA Grant Agreement was signed on June 13, 2024, significant progress has already been made on Activities 1, 2 and 5.
7. The estimated cost of these services is \$7,730,000. The total value of the DFC's contribution to the Technical Assistance is \$3,865,000 (50%).

8. The timeframe for the completion of the TA Project activities is 24 months with the expected completion date being on or before August 31, 2026.

Subject to the Grant Agreement, the Company may hire third party contractors to perform all or part of the Services.

In the TAIP, under Part III: Resources, the Company is required to appoint individuals who will support TA Implementation, including:

- Grantee General Management: Trinity Metals CEO, Peter Geleta, will be responsible for General Management
- Group Sustainability Manager: Sam Ryumugabe
- Group ESG Consultant: Joanne Daneel

In addition to the above, the Company will hire professional services from suitably qualified independent persons and companies to support the TA Implementation.

3. Terms of Reference

In addition to the Grantee Team specified above, the Company seeks to hire the services of a suitably qualified and experienced individual to:

- Fulfill the role of overall TA Grant Manager;
- To provide specialist input into TA Activity 3 (Integrated Development Plan for Rutongo); and
- To advise the Company on the establishment of a Trinity Foundation for social investment initiatives, as well as identify and engage with potential SI partners.

Tasks under the DFC TA Projects

The Grant Manager will be required to work in close cooperation with the Grantee Team to ensure that the TA is implemented in accordance with the Grant Agreement, the TAIP.

The following responsibilities of the Grant Manager under the TA project are envisaged:

- Participate in the development of detailed SOW for the TA Activities, where required.
- Advise Company Supply Chain Management in the preparation of service contracts for professional consultants engaged in the TA Implementation to ensure full alignment with the provisions of the Grant Agreement.
- Assist Company Finance Department in the preparation of TA funding disbursement requests in accordance with the Grant Agreement.
- Assist Company Finance department in tracking and documentation of Company Cost Share.

- Undertaking DFC TA reporting required under the Grant Agreement, including but not limited to:
 - Coordinating Quarterly Progress Monitoring meetings;
 - Reporting required under each disbursement request;
 - Preparing Annual Progress Reports;
 - Providing Financial Statements with the input and assistance from the Trinity Financial department;
 - Cost Share Documentation and Reporting
 - Preparation of Final TA Report
- Tracking and reporting of M&E Metrics as defined in the TAIP.
- In addition to undertaking the overall Grant Management function, additional services under the Activity 3 (Integrated Development Plan for Rutongo) are envisaged. The full scope and scale of these services will be defined in the detailed SOW for this activity.
- *Social Investment assistance and advice*
- The Company is considering the formation of an independent Foundation which will facilitate social investment in our affected environments and communities. Social investment, while diverse and highly impactful in some instances, has until recently been undertaken in an unstructured and ad hoc manner.
- The Company is looking to set aside designated funds for specific SI projects within our concession areas. It is also anticipated that the TA Projects – in particular the Integrated Development Plans – will identify further opportunities for meaningful and sustainable social investment in our project affected communities. Trinity would like to explore the opportunity to partner with other funding agencies in supporting such initiatives, with an emphasis on building social and ecological resilience in our project affected areas and exploring and developing alternative livelihood strategies.

To this end, we require the following services:

- Direction and support in the establishment of Trinity Foundation;
- Mapping of suitable and potential funding partners and other role players in the donor funding space both in Rwanda, and globally; and
- Together with Company Management, to engage with potential funding agencies for the co-funding of key projects within our project affected communities.

