



HUMAN RESOURCE DEVELOPMENT AND SKILLS TRAINING SYSTEMS DESIGN AND DELIVERY

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO.: 0000002591

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

and

**SML4change (Pty) Ltd
PO Box: 20588, Noordbrug,
Potchefstroom, North West Province,
2522
South Africa ("the Contractor")**

1. Introduction and definitions

The Employer wishes to employ the Contractor in accordance with the Scope of Services, Annexure "A" and Programme, Annexure "B" 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

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agreement, or the results of any research conducted by it during the course of carrying out its work under this agreement, other than information:

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

1.3.2.1 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

1.3.2.2 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 Ltd acting for and on behalf of Trinity Nyakabingo Mine Ltd, Rutongo Mines Ltd and Trinity Musha Mines Ltd

1.3.5 The Employer's representative shall be Mary Ashimwe, Group HR Manager

2. Appointment

The Employer appoints the Contractor to provide Human Resource Development and Skills Training Systems Design and Delivery, as well as required Consulting Services. The Contractor accepts such appointment to the satisfaction of the Employer's representative, in strict accordance with Scope of Services, Annexure "A" and Programme, Annexure "B" hereto.

3. Duration and Termination

- The agreement shall commence on 8 October 2024 and will terminate 7 October 2025.
- Extension of Contract term after 7 October 2025 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 by one party to the other with in 2 (two) 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 and Estimated Monthly Cost of US \$ 26 000.00 per calendar month for training and consulting services. The development of Standard Operating Procedures (SOP) will be contracted as per project requirements and an estimated between 7 and 21 consulting days per month, combining of on-and off-site work, as per operational needs.

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 South Africa will be for the account of the Employer.

4.1.4 Accommodation, food and transport in Rwanda shall be provided by the Employer.

4.1.5 Printing costs of books, brochures, signage will be cost additional per program or project. An average rate per book will be included in the monthly invoice. From past programs the estimate is \$17 for printing per delegate per book..

4.1.6 The total estimated value for HRD and consulting for 12 (twelve) months is US \$ 312 000.00

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.

4.1.7 Withholding Tax and VAT (Example, Invoice excluding Taxes (\$ 100, Rwanda incurred \$ 60 and South Africa incurred \$ 40).

Work undertaken in Rwanda

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

Invoice calculation \$ 60 plus Withholding Tax \$ 6 plus 18% VAT \$ 18.80

Total Invoice Value, Rwanda portion: \$ 84.80

Work undertaken in Country of Origin

10% Withholding Tax will be applicable for services provided from Country of Origin.

Invoice calculation \$ 40 plus Withholding Tax \$ 4



Total Invoice Value, South African portion: \$ 44

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,
jclaud.habyarimana@trinity-metals.com

and copied to the Employer's Representative:
Mary Ashimwe and e-mail mary.ashimwe@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

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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

PO Box: 20588, Noordbrug

Potchefstroom North West Province,

2522



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 KIGALI for and on behalf of the Employer on 24/12/2024 2024

Name JAMES MUDAKUNGA

Signature 

TRINITY NYAKABINGO MINE LTD
P.O. Box 1234, Kigali, Rwanda, Phone: +250791 345 409
nyakabingo@trinity-metals.com; www.trinity-metals.com

Title GENERAL MANAGER
(Who warrants that they are duly authorised)

Name JEOME SAMBE

Signature 

Title GROUP SUPPLY CHAIN MANAGER
(Who warrants that they are duly authorised)

Signed at Potchefstroom for and on behalf of the Contractor on 27/12 2024

Name Catharina Carolina Elizabeth Muller

Signature 

Title Director and owner

(Who warrants that they are duly authorised)

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ANNEXURE "A"

SCOPE OF SERVICES

Scope

The Human Resource Development (HRD) and skills training strategy systems design and delivery will be focussed on enabling the upliftment of skills in the various functions and on various levels in the organisation. The implementation process will be a continuation of:

1. Develop HRD Strategy
2. A skills development system and supportive internal structures to ensure sustainability.
3. Continue baseline work required to identify skills required per role in the various functional units.
3. Design and deliver technical skills training programs as per agreed Schedule and operational needs identified.
4. Design and deliver HRD supportive programs to managers, supervisors and teams to unlock the potential of people, in line with the organisational strategy.
5. Coordinate the various initiatives and build internal capacity in Trinity towards becoming self-sustaining in the field of HRD and skills development.
6. Provide guidance in the development and adjustment of training programs and materials in line with the risk profile.

The focus of each quarter will be contracted with the CEO and HR Leader to ensure resources are allocated to the agreed upon plan under the people strategy. Services will be provided on and/or off-site based on the work to be done.

Responsibilities of the Contractor

1. Provision of structured learning at various levels in the organisation as agreed upon on a quarterly basis and aligned with budget provisions.
2. Provide training for the knowledge components and conduct follow-ups of 10% of the participants.
3. Conduct Formative and Summative Assessments on participants. [as and when required]
4. Provide a copy of learning material and reports to the HR leader for internal database
5. Provide a training plan and schedules to Trinity-metals for planning needs
6. Attend meetings with Trinity-metals on a regular [determined based on duration and if required] basis to discuss learner's progress, quality of training and any problems for rectification within the scope of the project days.
7. Time and attendance records of learners are to be maintained by the Training Provider and forwarded to Trinity HR after completion of the programme. The system to be handed over to Trinity HRD once the training structure is effectively implemented
8. Off-site work will be carried out to plan, design documents, programs and learning resources.
9. Administrative services of SML4 change are done remotely.
10. Newly developed programs are printed by SML4change to ensure correctness



11. Adhere to the health and safety requirements of Trinity-Metals
12. Out-of-scope needs that arise, in addition to the agreed upon scope will be discussed and Quoted separately.
13. Carry out the needful consultations and meetings to ensure the effective collaboration for the successful execution of the programs/interventions.
14. Prioritised and agreed upon training programs/interventions will be developed and scheduled based on mutual agreement, whilst additional ad-hoc consultation services are carried out in parallel, as requested and agreed by both parties.

Responsibilities of the Employer

1. Conduct timely internal communication to ensure that scheduled programs are well attended.
2. Provide classroom facilities large enough to handle the scheduled number of trainees as per the venue requirements (+/- 25 learners at a time).
3. Make provision for classroom equipment and resources (projector, flipcharts, pens, water and Food).
4. Arrange accommodation, travelling and food for the facilitator/s
5. Process payment once invoice is received accompanied by the attendance registers and reports.
6. Participate in scheduled meetings and work-sessions.
7. Programs and learning material printing are done timeously as from program 2 (program 1 is printed by the Contractor).
8. Providing technical equipment required at site for training purposes (access to workplaces, vehicles, machines)

Schedule of Services per month

Module/Course/Service Name:	Duration:	Number of Rwanda Monthly Service days	Number of South Africa Monthly Service days
Project Management Service and stakeholder engagements	12 Months	3	3
Consulting days outside of the Skills Development schedule	12 Months	9	0
HRD and Training system design	12 Months	1	3
Learning program design and improvement	12 Months	2	11
Online and On-site program delivery	12 Months	21	2
Follow-up and assessments	12 Months	5	0
Administration, reporting and record keeping	12 Months	2	8
SERVICE DAYS AVAILABLE		43	27
TOTAL MONTHLY COST EXCLUDING VAT		\$ 26 000.00	



Standard Operating Procedure (SOP) Development will be prioritised as per function and Risk Level, and be invoiced in addition to the stated costs. Such development will be agreed upon between the Employer and Contractor.

ANNEXURE “B”

PROGRAMME

Note that the program below is the list of entire programs planned, to be reviewed for practicality of rollout and prioritised accordingly.

Name	Description	Start Date	End Date
SML-06			
* Trinity 2025 Skills Development *	Skills development programmes & consulting for Trinity Metals	10/20/24	11/28/25
Pre-Administration			
Milestone X		10/20/24	11/28/25
Training Calendar		12/01/24	12/19/24
Engineering SOP Development	As per Baseline Risk Assessments per site	11/20/24	04/15/25
Process Plant SOP Development	As per Baseline Risk Assessments	01/01/25	04/15/25
PPE & Hand tools- Development	Refer to Maintenance. Training Plan	10/20/24	11/19/24
Change Management- Development	Refer to Maintenance. Training Plan	12/10/24	01/14/25



LOTO- Development	Refer to Maintenance. Training Plan	01/01/25	01/30/25
Mining Supervisor Course- Development	Mining Dept. Request	12/10/24	02/27/25
Mining for Non Miners- Development	Refer to Skills Summit	12/01/24	01/30/25
Team Training- Development	Operational Teams- Mining-Engineering- Process	01/01/25	01/30/25
Rigging & Lifting- Development	Refer to Maintenance. Training Plan	11/01/24	11/29/24
Working at Height - Development	Refer to Maintenance.. Training Plan	02/01/25	02/27/25
5x S Management - Development	Refer to Maintenance.. Training Plan	12/01/24	12/31/24
Train the Trainer 2 - Development	Refresher of 1, and include Assessor & Records management	10/23/24	11/05/24
Safety Rep Course - Development	Based on Rwanda Standards Board Requirements	01/01/25	01/31/25
Accident/Incident Investigation - Development	In line with INX Safety system use	01/01/25	01/30/25
TLB - Development	As per operational needs	11/01/24	11/12/24
Excavator - Development	As per operational needs	11/01/24	11/12/24
Forklift Development	As per operational needs	11/01/24	11/12/24
Basic Mining (6 week) - Development	In relation to BV16 U/G training facility- Fundamentals of Mining operations	12/01/24	12/30/24
Blasting Assistant - Development	Mining Dept. Request-To support Blasters in the face	01/01/25	01/30/25
Mono Winch Operation - Development	Musha Mine Heza Decline need	11/13/24	11/29/24
Emergency Preparation & Evacuation - Development	Refer to Skills Summit	03/01/25	03/28/25
Confined Space - Development	Refer to Skills Summit	03/01/25	03/28/25



Ethics/Sexual Harassment/Bullying/Regulations/ESG/ Development	Refer to Skills Summit	04/01/25	04/29/25
Finance for Non Financial Managers - Development	All HODs basic Business understanding	01/01/25	01/21/25
Conflict Management - Development	Refer to Skills Summit	05/01/25	05/19/25
Disciplinary Procedure - Development	Refer to Skills Summit	05/01/25	05/30/25
INX Online learning - Program Development		03/09/25	05/29/25
HIRA Engineering Course Delivery	Refer to prioritised Maintenance Training plan	12/10/24	01/31/25
PPE & Hand Tools Course Delivery	HOD POLC Phase B Group 4	12/10/24	01/31/25
LOTO Course Delivery	HOD POLC Phase B Group 4	12/10/24	02/27/25
Change Management Delivery-Engineering	HOD POLC Phase B Group 4	02/01/25	03/28/25
Training Structure Implementation	Sustainable structure-Appointed Trainer per site to coordinate programs per site	01/01/25	07/30/25
Mining Training Centre Construction	Facilities used for Fundamentals if Mining Program	12/01/24	07/30/25
Process Plant Training	Focus on multi-skilled operators per plant-knowing entire process	01/01/25	03/28/25
Introduction to Blasting Delivery	RTB Certified Program	02/01/25	10/31/25
Mining for Non Miners Course Delivery	Aimed at all HODs & Service Departments	02/10/25	07/09/25
Team Training Course Delivery	HOD POLC Phase B Group 4	03/03/25	11/27/25
Rigging & Lifting Course Delivery	Refer to prioritised maintenance training plan	01/08/25	06/11/25
Working at Height Course Delivery	HOD POLC Phase B Group 4	02/10/25	08/19/25
5 X S Management Course Delivery	HOD POLC Phase B Group 4	12/11/24	06/26/25
LOTO Management Course Delivery	HOD POLC Phase B Group 4	12/11/24	01/02/25
Engineering Mobile Equipment Move & Test training	HOD POLC Phase B Group 4	10/30/24	11/05/24
Train the Trainer 2 Course Delivery	HOD POLC Phase B Group 4	01/08/25	01/10/25



Safety Representative Course Delivery	In line with Rwanda Standards Board	02/03/25	11/28/25
Accident/incident Investigation Course Delivery	In line with INX safety system	02/10/25	08/28/25
TLB Course Delivery	As per operational needs	01/20/25	01/21/25
Excavator Course Delivery	As per operational needs	01/22/25	01/27/25
Forklift Course Delivery	As per operational needs	01/27/25	01/28/25
Basic Mining (6week) Course Delivery	Fundamentals of mining	01/06/25	11/28/25
Blasting Assistant Course Delivery	To support Blasters	01/20/25	10/30/25
Mono Winch Course Delivery	Musha only	02/03/25	02/05/25
Emergency Preparation & Evacuation Course Delivery	Emergency readiness	03/03/25	03/04/25
Confined Space Course Delivery		05/05/25	05/06/25
Ethics/ Sexual Harassment/Bullying/Regulations/ ESG Course Delivery	Compliance Training-All employees	05/12/25	05/13/25
Finance for Non Financial Managers Course Delivery	Aimed at all HODs- Business & Finance understanding	02/17/25	02/18/25
Conflict Management Course Delivery	Supervisory Requirement from Menya Nibi	06/02/25	06/03/25
Disciplinary Procedure Course Delivery	Supervisory Requirement from Menya Nibi	06/09/25	06/11/25
Coordinate IPRC Engineering Trades Course Delivery	Trinity Partner for Trades certificated members, developing pipeline	11/15/24	05/30/25
Coaching - Course Delivery	Supervisory Requirement- Previous plan	03/03/25	03/03/25
Mentoring - Course Delivery	Supervisory Requirement- Previous plan	03/06/25	03/06/25
INX Online learning - Course Rollout		11/28/24	07/06/25

