TRINITY NYAKABINGO MINE LIMITED
CONTRACT N°: 0000002554 – PHASE 1 LEGACY TAILINGS MANAGEMENT AND RIVER REHABILITATION PROGRAMME

This Contract (hereinafter "the Contract") is made BETWEEN:

1) **TRINITY NYAKABINGO MINE LIMITED (**hereinafter referred to as the "Company"), a company organized and existing under the laws of Rwanda, with Tax Registration Number 100511011, located at Northern Province, Shyorongi, Rulindo, PO Box 749, Kigali and represented by its **General Manager**, on the one hand.

and

2) **GROUND TRUTH ENVIRONMENT AND ENGINEERING (PTY) LTD (**hereinafter referred to as the "Contractor"), a company organized and existing under the laws of South Africa, with Tax Registration Number 9276820157, located at 9 Quarry Road, Hilton 3245, Kwa Zulu Natal, South Africa, telephone +27 33 343 2229, www.Contractor.co.za represented by its **Group Director, Mark Graham** on the other hand.

(together, the "Parties")

SCOPE OF WORK

The **Company** has chosen to engage the Contractor to Provide professional services to conclude Phase 1 of the Legacy Tailings Management and River Rehabilitation Programme.

The Contractor in performing the services outlined in the Conditions of Contract is an experienced service provider and has the qualities, reputation, methodology, and proven expertise in the field necessary to perform the Services in accordance with the terms and conditions set out in the Conditions of Contract.

GOVERNING LAW AND DISPUTE RESOLUTION

The Contract shall be governed, construed and interpreted in accordance with the law of Rwanda. Any dispute arising from this Contract shall be settled amicably and failure to reach an amicable settlement shall result in the implementation of Section "B" clause 13 of the Conditions of Contract.

Notwithstanding the date of signature hereof, the Contract is deemed to have come into operation with the placement of a Letter of Intent by the Company and dated 23 September 2024.

TRINITY NYAKABINGO MINE LTD

.....	.....	.....
NAME	**NAME**	**NAME**
.....	.....	.....
SIGNATURE	**SIGNATURE**	**SIGNATURE**
.....	.....	.....
DESIGNATION	**DESIGNATION**	**DESIGNATION**
.....	.....	.....
DATE	**DATE**	**DATE**

GROUND TRUTH ENVIRONMENT AND ENGINEERING

PHILIP MARK GRAHAM	JACQUELINE VIVIER
NAME	**NAME**
P.M.G	Jacqueline Vivier
SIGNATURE	**SIGNATURE**
MANAGING DIRECTOR	PROJECT MANAGER
DESIGNATION	**DESIGNATION**
31/01/2025	31/01/2025
DATE	**DATE**

J P.M.G

TRINITY MUSHA MINES LIMITED
CONTRACT N°: 0000001357 – PHASE 1 LEGACY TAILINGS MANAGEMENT AND RIVER REHABILITATION PROGRAMME

This Contract (hereinafter "the Contract") is made BETWEEN:

3) **TRINITY MUSHA MINES LIMITED (**hereinafter referred to as the "Company"), a company organized and existing under the laws of Rwanda, with Tax Registration Number 102477271, located at Eastern Province, Musha, Rwamagana, PO Box 3824, Kigali, Rwanda and represented by its **General Manager**, on the one hand.

and

4) **GROUND TRUTH ENVIRONMENT AND ENGINEERING (PTY) LTD (**hereinafter referred to as the "Contractor"), a company organized and existing under the laws of South Africa, with Tax Registration Number 9276820157, located at 9 Quarry Road, Hilton 3245, Kwa Zulu Natal, South Africa, telephone +27 33 343 2229, www.Contractor.co.za represented by its **Group Director, Mark Graham** on the other hand.

(together, the "Parties")

SCOPE OF WORK

The **Company** has chosen to engage the Contractor to Provide professional services to conclude Phase 1 of the Legacy Tailings Management and River Rehabilitation Programme.

The Contractor in performing the services outlined in the Conditions of Contract is an experienced service provider and has the qualities, reputation, methodology, and proven expertise in the field necessary to perform the Services in accordance with the terms and conditions set out in the Conditions of Contract.

GOVERNING LAW AND DISPUTE RESOLUTION

The Contract shall be governed, construed and interpreted in accordance with the law of Rwanda. Any dispute arising from this Contract shall be settled amicably and failure to reach an amicable settlement shall result in the implementation of Section "B" clause 13 of the Conditions of Contract.

Notwithstanding the date of signature hereof, the Contract is deemed to have come into operation with the placement of a Letter of Intent by the Company and dated 23 September 2024.

TRINITY MUSHA MINES LTD

.....	.....	.....
NAME	**NAME**	**NAME**
.....	.....	.....
SIGNATURE	**SIGNATURE**	**SIGNATURE**
.....	.....	.....
DESIGNATION	**DESIGNATION**	**DESIGNATION**
.....	.....	.....
DATE	**DATE**	**DATE**

GROUND TRUTH ENVIRONMENT AND ENGINEERING

PHILIP MARK GRAHAM	JACQUELINE VIVIER
NAME	**NAME**
P.M.G	Jacqueline Vivier
SIGNATURE	**SIGNATURE**
MANAGING DIRECTOR	PROJECT MANAGER
DESIGNATION	**DESIGNATION**
31/01/2025	31/01/2025
DATE	**DATE**

J P.M.G

RUTONGO MINES LIMITED
CONTRACT N°: 0000003979 – PHASE 1 LEGACY TAILINGS MANAGEMENT AND RIVER REHABILITATION PROGRAMME

This Contract (hereinafter "the Contract") is made BETWEEN:

5) **RUTONGO MINES LIMITED (**hereinafter referred to as the "Company"), a company organized and existing under the laws of Rwanda, with Tax Registration Number 101907021, located at Northern Province, Masoro, Rulindo, PO Box 6132, Kigali, Rwanda and represented by its **General Manager**, on the one hand.

and

6) **GROUND TRUTH ENVIRONMENT AND ENGINEERING (PTY) LTD (**hereinafter referred to as the "Contractor"), a company organized and existing under the laws of South Africa, with Tax Registration Number 9276820157, located at 9 Quarry Road, Hilton 3245, Kwa Zulu Natal, South Africa telephone +27 33 343 2229, www.Contractor.co.za represented by its **Group Director, Mark Graham** on the other hand.

(together, the "Parties")

SCOPE OF WORK

The **Company** has chosen to engage the Contractor to Provide professional services to conclude Phase 1 of the Legacy Tailings Management and River Rehabilitation Programme.

The Contractor in performing the services outlined in the Conditions of Contract is an experienced service provider and has the qualities, reputation, methodology, and proven expertise in the field necessary to perform the Services in accordance with the terms and conditions set out in the Conditions of Contract.

GOVERNING LAW AND DISPUTE RESOLUTION

The Contract shall be governed, construed and interpreted in accordance with the law of Rwanda. Any dispute arising from this Contract shall be settled amicably and failure to reach an amicable settlement shall result in the implementation of Section "B" clause 13 of the Conditions of Contract.

Notwithstanding the date of signature hereof, the Contract is deemed to have come into operation
With the placement of a Letter of Intent by the Company and dated 23 September 2024.

RUTONGO MINES LTD

.....	.....	.....
NAME	**NAME**	**NAME**
.....	.....	.....
SIGNATURE	**SIGNATURE**	**SIGNATURE**
.....	.....	.....
DESIGNATION	**DESIGNATION**	**DESIGNATION**
.....	.....	.....
DATE	**DATE**	**DATE**

GROUND TRUTH ENVIRONMENT AND ENGINEERING

PHILIP MARK GRAHAM	JACQUELINE VIVIER
NAME	**NAME**
P.M.G	Jacqueline Vivier
SIGNATURE	**SIGNATURE**
MANAGING DIRECTOR	PROJECT MANAGER
DESIGNATION	**DESIGNATION**
31/01/2025	31/01/2025
DATE	**DATE**

J P.M.G

GENERAL CONDITIONS OF CONTRACT

FOR

DEVELOPMENT OF PHASE 1 LEGACY TAILINGS MANAGEMENT AND RIVER REHABILITATION PROGRAMME

MAIN INDEX

DESCRIPTION

SECTION A

DEVELOPMENT OF PHASE 1 LEGACY TAILINGS MANAGEMENT AND RIVER REHABILITATION PROGRAMME

SCHEDULE OF RATES

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.

DELIVERABLES (DFC TA Grant)	KEY TASKS	Timeline	COSTS (US $)	Rutongo	Nyakabingo	Musha
				60%	15%	25%
1. Detailed SOW, R&R and Programme for the TM&RR project	1.1 Development of a Scope of Works (incl. workshops and meetings)	**Jan 2025 (MP 2)**	$ 20 100	$ 12060	$ 3015	$ 5025
	1.2. Input into the Stakeholder Engagement Plan (SEP) to inform river rehabilitation and management strategies.		$16 650	$ 9990	$ 2497,50	$ 4162,50
1.2. Mapping of all sources and receptors of contamination and GIS Analysis	1.2.1. Desktop mapping and Geographic Information System data derivation.	**April 2025 (MP 3)**	$ 24 950	$ 14970	$ 3742,50	$ 6237,50
	1.2.2. Source, pathway and receptor analysis, including a review of gaps in ESIA assessments.		$ 23 900	$ 14340	$ 3585	$ 5975
	1.2.3. Hydrocensus – location of community water sources (springs) and nature of utilisation.		$ 10 550	$ 6330	$ 1582,50	$ 2637,50
1.3. Determination of the PES of all the river systems	1.3.1. Ecological health and drivers of the river and wetland ecosystems.	**April 2025 (MP 3)**	$ 49 700	$ 29820	$ 7455	$ 12425
1.4. Ecosystem Goods and Services Assessment	1.4.1. Ecosystem Goods and Services Assessments.	**Sept 2025 (MP 4)**	$ 36 900	$ 22140	$ 5535	$ 9225

SCHEDULE OF RATES

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.

DELIVERABLES (DFC TA Grant)	KEY TASKS	Timeline	COSTS (US $)	Rutongo 60%	Nyakabingo 15%	Musha 25%
1.5. Catchment hydrological models	1.5.1. Modelling catchment hydrological flows and sediment movements.	**Sept 2025 (MP 4)**	$ 65 450	$ 39270	$ 9817,50	$ 16362,50
1.6. Flood line Determination Report	1.6.1 Determining flood lines for major streams, including climate change scenarios.	**Sept 2025 (MP 4)**	$ 47 200	$ 28320	$ 7080	$ 11800
		Sub-Total	$ 295 400	$ 177240	$ 44310	$ 73850

OTHER TASKS (Trinity Cost-Share)				Rutongo	Nyakabingo	Musha
DELIVERABLES	**KEY TASKS**	**Timeline**	**COSTS (US $)**	**60%**	**15%**	**25%**
1.7. Water quality monitoring database and dashboard, incorporating existing and future data	1.7.1 Reviewing water quality monitoring protocols including the development of an online water quality monitoring database and dashboard.	**April 2025 (MP 3)**	**$ 18 650**	$ 11190	$ 2797,50	$ 4662,50
		Sub-Total	**$ 18 650**	$ 11190	$ 2797,50	$ 4662,50

TOTAL	**$ 314 050**	$ 188430	$ 47107,50	$ 78512,50

SCHEDULE OF RATES

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.

1.8	Air Travel	Contractor to confirm the number of Return Economy Flights for Phase 1. Number 9	Free Issue
	Economy air travel from King Shaka Airport, Durban, South Africa OR Tambo International to and from Rwanda, to be arranged by and for the account of the Companies.		
1.9	Kigali and Mine Site Accommodation	Contractor to confirm the number Employees to be sent to Mine site for Phase 1. Number 9	Free Issue
	Transfers to and from Airport and Kigali/Mine Sites and accommodation including food and beverages (excluding alcohol) for the account of the Companies.		
1.10	Subsistence Allowance per Contractor's Employee	47 days	Total per Day
		Included	Included

PROGRAMME

Deliverables	Project Tasks	Jul to Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
1. Detailed SOW, R&R and Programme for the TM&RR project	1.1. Development of a Scope of Works (incl. workshops and meetings)										
	1.2. Input into the Stakeholder Engagement Plan (SEP) to inform river rehabilitation and management strategies.										
2. Mapping of all sources and receptors of contamination and GIS Analysis	2.1. Desktop mapping and Geographic Information System data derivation.										
	2.2. Source, pathway and receptor analysis, including a review of gaps in ESIA assessments.										
	2.3. Hydrocensus – location of community water sources (springs) and nature of utilisation.										
3. Determination of the PES of all the river systems	3.1. Ecological health and drivers of the river and wetland ecosystems.										
4. Ecosystem Goods and Services Assessment	4.1. Ecosystem Goods and Services Assessments.										
5. Catchment hydrological models	5.1. Modelling catchment hydrological flows and sediment movements.										
6. Flood line Determination Report	6.1. Determining flood lines for major streams, including climate change scenarios.										
7. Water quality monitoring database and dashboard, incorporating existing and future data	7.1. Reviewing water quality monitoring protocols including the development of an online water quality monitoring database and dashboard.										

CONTRACTOR'S PERSONNEL

Key Person Name	Proposed Function	Experience Levels	Qualifications
Mark Graham	Senior Ecologist	30+ years' experience in the environment and water sector specialising in : • Terrestrial and aquatic ecosystem functioning; • Water resource and water quality management; • Understanding of community development projects, particularly those involving citizen science as well as large infrastructural and mining operations/projects	Ph.D (Botany,) MSc (Biological Sciences) BSc (Agriculture) - Majoring in Rangeland Ecology
François Xavier Tetero	Water Resources Management Specialist	>15 years' of experience in the fields of • Sustainable water management & development; • Watersheds management; • Transboundary water cooperation; • Climate resilience with focus on urban resilience institutional development; and • Projects' development & management.	MSc (Water Resources and Environmental Management)
Gary de Winnaar	Biodiversity Specialist	16 years' experience in terrestrial and aquatic biodiversity studies, including: • Terrestrial and aquatic biodiversity surveys including fauna and flora and IFC Critical Habitat Assessments; • River biomonitoring and E-flows; • GIS mapping, modelling and spatial analyses, and risk/ vulnerability assessments; • Invasive alien plants – assessments & management; • Offsets, rehabilitation, etc.	B.Sc (Zoology & Hydrology), MSc (Hydrology), Pr. Sci. Nat. - Ecology
Juan Tedder	Ecologist	15 years' experience ranging from: • The application of various indicators of ecological health, namely benthic diatoms, macroinvertebrates, fish and riparian vegetation; • Routine and ad-hoc monitoring of water quality and river health for development construction and operational phases, as well as, following toxic material spills; • Providing specialist inputs into implementation of water quality monitoring plans associated with numerous large development projects; and • Providing specialist input into various studies covering water related issues.	B.Sc. (Honours) – Majoring in Environmental Monitoring and Modelling B.Sc. (Ecological Sciences) – Majoring in Wildlife Science. DWS SASS5 Accreditation

Key Person Name	Proposed Function	Experience Levels	Qualifications
Simlindile Mahlaba	Environmental Scientist, Social and Stakeholder Engagement Consultant	5 years of experience in the environment sector, including: • Integrated environmental management planning and implementation • Climate change adaptation and mitigation • Water resource management • Catchment management and rehabilitation • Stakeholder engagement and social facilitation • Environmental research and GIS	MSc (Environmental and Geographical Science), BSc (Hons) Environmental and Geographical Science BSc. Environmental and Geographical Science and Geo-Informatics
Michelle Browne	Environmental Economist	11 years' of experience in environmental economics, including: • Application of environmental and ecological economic theory and methods; and • Socio-ecological interactions taking into consideration key issues including poverty, inequity, land degradation and climate change.	Ph.D (Economics, Environmental & Natural Resources) MSc (Agricultural Economics) BSc (Agric) - Agribusiness
Craig Cowden	Wetland Specialist	24 years' experience, with input into various wetland studies, including: • Mapping/inventories, delineation and assessments; • Rehabilitation planning; • Wetland creation; • Mitigation and offset requirements; • Wetland rehabilitation implementation support; and • Monitoring and evaluation of wetland rehabilitation.	M.Sc. (Environmental Science) BSc (Agriculture) – Majoring in Wildlife Science Pr.Sci.Nat - Ecology
Fiona Eggers	Wetland Specialist	13 years of experience, with input into various wetland studies: • Delineation; • Assessments; • Rehabilitation planning; • Monitoring and evaluation of wetland rehabilitation projects; • Mitigation & offset studies; and • Wetland creation.	M.Sc. (Botany) Pr.Sci.Nat. – Ecology UNESCO-IHE – Online course on Constructed wetlands for wastewater

Key Person Name	Proposed Function	Experience Levels	Qualifications
Steven Ellery	Wetland Specialist	6 years of experience, with input into various wetland studies including: • Delineation; • Assessments; • Rehabilitation planning; • Monitoring and evaluation of wetland rehabilitation projects; • Wetland geomorphology studies; • Soil conservation and soil transportation studies; and • Wetland monitoring using UAV technology	M.Sc. (Geography with a focus on wetland geochemistry and geomorphology) Pr.Sci.Nat. – Ecology Registered UAV Pilot
Trevor Pike	Environmental Engineer	25+ years' experience, with input into various environmental engineering studies, focusing on: • Wetland rehabilitation and constructed wetland design; • Stormwater management; • Project management	B.Sc. (Agricultural Engineering) Pr.Eng
Prof. Jeff Smithers	Agricultural/Bioresources Engineering and Engineering Hydrology	40+ years of academic and consulting experience, including: • Design and engineering hydrology; • Soil and water conservation engineering; and • Agro-hydrological and water resources simulation model development and application.	PhD (Engineering) Pr.Eng
Tyler Harvey	Environmental Engineer	6 years' of experience, with input into various environmental engineering studies, focusing on: • Hydrological and hydraulic modelling; • Wetland rehabilitation / constructed wetland design; • Wetland rehabilitation setting out and implementation support; • Earthworks design and quantification using Model Maker Systems; • Soil conservation plans; • Surveying and analysis of survey data; • Stormwater management plans and flood mitigation plans; and • Flood line and flood risk assessments using HEC-RAS and mapping using GIS.	B.Sc. (Agricultural Engineering)

Key Person Name	Proposed Function	Experience Levels	Qualifications
Keanu Singh	Hydrologist	5 years' of experience, with input into various environmental engineering studies, focusing on: • Hydrological and hydraulic modelling; • Flood line and flood risk assessments.	M.Sc. (Hydrology)

GENERAL CONDITIONS OF CONTRACT

SECTION B

GENERAL CONDITIONS OF CONTRACT

1. Introduction and Definitions

The Companies requires the Contractor to to Provide professional services to conclude Phase 1 of the Legacy Tailings Management and River Rehabilitation Programme.

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

1.1 The Contractor has agreed to render such Services to the Companies.

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 Companies 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 Companies, such affected party having no knowledge of the content of such disclosure.

1.3.3 the Companies representative shall be Mr Sam Ryumugabe, Group Sustainability Manager.

1.3.4 Company and Companies shall mean Trinity Nyakabingo Mine Limited, Rutongo Mines Limited and Trinity Musha Mines Limited acting in respect of their Contracting capacity.

2. Appointment

The Companies 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 15 (fifteen) month period.

The Contract shall commence July 2024 2 May 2024 to September 2025.

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. Estimated Contract Cost, Invoices, Taxes and Payment

4.1 Estimated Contract Cost:

4.1.1 The Companies shall pay to the Contractor the fees recorded in Section "A" 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:

DFC TA Grant $ 295 400.00

Trinity Cost Share $ 18 650.00

Total Estimated Cosy $ 314 050.00
(Three Hundred and fourteen thousand and five hundred US Dollars)

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 shall be made out in the name of the Company according to the Schedule of Prices, Section A hereto.
To accommodate Withholding Tax and VAT requirements, Invoices to be separately prepared according to the Country where the work was undertaken.

Invoices complete with Management Reports and Proof of Work Undertaken to be addressed to the Financial Manager with a copy to:
sam.ryumugabe@trinity-metals.com :

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

Trinity Musha Mines Ltd
Financial Manager
Gratien Maniriho
gratien.maniriho@trinity-metals.com

Rutongo Mines Ltd
Financial Manager
Reagan Muvara
reagan.muvara@trinity-metals.com

4.3 Payment

Invoices received by the Companies 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 Companies within 30 days.

5.0 Professional Indemnity and Contractor's Indemnity

The Contractor has Professional Indemnity Insurance to the value of R 8 000 000 (Eight Million South African Rand)

The Companies, 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 Companies, its agents, representatives or employees.

6 Health and Safety

The Contractor shall comply with the Companies 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 Companies. In the event of any of the Contractor's Personnel becoming ill or injured on the Site, through any cause whatsoever including assault, the Companies 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 Companies 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 Companies.

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 Companies 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 Companies 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 Companies 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.

The Contractor will retain ownership of the intellectual property rights for all working models Which provide the final output to the Closure Liability Plans. The Companies will have a single use licence on all working models for the purpose of internal review, internal and external auditing and for budget and implementation purposes.

Insofar as it may be necessary, the Contractor cedes and assigns to the Companies 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 Companies to the best of its ability with any application which the Companies 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 Companies to:

Trinity Nyakabingo Ltd Northern Province Shyorongi, Rulindo District Rwanda	Trinity Musha Mines Ltd Eastern Province Musha, Rwamagana, District Rwanda	Rutongo Mines Ltd Northern Province Masoro, Rulindo District Rwanda

in the case of the Contractor to:

9 Quarry Road,
Hilton 3245
Kwa Zulu Natal
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.

- Input into the Stakeholder Engagement Plan (SEP) to facilitate input and feedback into the river rehabilitation and management strategies.
- Undertaking a comprehensive source, pathway and receptor analysis of potential contamination, including a review of gaps in relevant baseline ESIA assessments. Additional assessments will be undertaken if necessary.
- Determining ecological health and developing an understanding of the drivers of the river and wetland ecosystems.
- Ecosystem goods and services (EGS) must be identified and assessed to ensure sustainable and equitable benefits for the environment and community while maintaining economic viability. This process will include an ecosystem services assessment (ESA) in accordance with International Finance Corporation (IFC) Performance Standard 6 (PS6).
- Determining flood lines for major streams, including deriving flood events under project climate change scenarios.
- Modelling catchment hydrological flows and sediment movements to characterize present and future flows and movements.

As requested, additional tasks have been included for consideration by the Company:

- A hydrocensus will be undertaken to collect information regarding community water use and water-related issues (e.g. potential pollution).
- Reviewing existing data and updating the water quality monitoring protocols and sites to be monitored. This will include the development and implementation of an online water quality monitoring database and dashboard.

Input into the Stakeholder Engagement Plan (SEP)

The project team will provide input into the **Stakeholder Engagement Plan (SEP)**, to be developed in other aspects of the project. This will allow key stakeholders to be engaged during the development of the river rehabilitation management strategies. This will include the identification of stakeholders that can influence or be influenced by the project and its outcomes and understanding each stakeholder's influence and impact on the project and the site's ecosystem goods and services, as prioritizing ecosystem goods and services will be informed by stakeholder engagement. Furthermore, this will allow the co-development of solutions, alternative livelihoods, and prioritizing ecosystem services, which empowers local communities. Stakeholders

from various categories will be involved throughout the project at all three sites, informing implementation and refining engagement approaches. The goal is to foster effective dialogue, collaboration, and efficient information communication.

Desktop mapping and Geographic Information System data derivation.

Desktop mapping and deriving spatial coverages of the various features within the study area will be undertaken to inform each of the following aspects of the projects, with spatial data being critical to derive information that relates to the sources, pathways and receptors, freshwater ecosystems, ecosystems goods and services, catchment hydrological and flood analyses, the hydrocensus, and the water quality monitoring. This will include specialist GIS analyses and modelling to provide spatially robust information that can be presented as visual maps to enhance the various specialist studies, as well as to guide enhance and guide stakeholder engagements and management decisions. Where possible, Contractor will look to work alongside the Company employees and/or appointed GIS consultants to facilitate the supply of the required data.

Source, pathway and receptor analysis

A systematic assessment of sources, pathways, and receptors of potential contaminants will be conducted to help understand the environmental risks associated with the past (e.g. legacy tailing) and current mining operations, including illegal artisanal mining. The outputs from this process will be used to guide and prioritize management actions required to mitigate contamination risks through rehabilitation and ecosystem restoration. The source, pathway and receptor analysis will commence with a review of baseline ESIA assessments to gather and analyze existing hydrological, groundwater, water quality and geochemistry data and how data is spatially and temporally distributed across the three mining concessions and associated catchments. Key information gaps relating to catchment characteristics, water sources, surface water and groundwater flows, soil and water chemistry, heavy metals, nutrients, sedimentation, etc. will be identified from the outset to ensure that these gaps can be addressed through additional desktop assessments, field studies and data collection where necessary. Sources of water and contamination will be identified and mapped in relation to existing receptors within the landscape context of each site. The level of contamination risk will be determined using available limits considered safe and/or acceptable for human and ecosystem wellbeing. The pathways along which contaminants travel from sources to receptors will be determined based on surface runoff and groundwater flow patterns, which will be informed by the surface water and groundwater hydrological modelling. Depending on the various combinations of source-pathway-receptor profiles identified, mapped and assessed, important and/or sensitive receptors (e.g. drinking water sources, aquatic ecosystems, communities, etc.) will be highlighted and used to inform the Legacy Tailings Management and River Rehabilitation Programme. It is important to note that although Contractor will principally drive this process, it will be important to involve and integrate findings from other role players, particularly in terms of groundwater and geochemistry studies – which are currently being initiated by the Company.

Freshwater ecosystem assessments

The project focuses on freshwater ecology, which significantly influences biodiversity patterns, ecosystem functions, and the delivery of ecosystem goods and services. The study will assess freshwater systems, distinguishing between riverine and wetland ecosystems, and recognizing their landscape linkages. IFC PS6 emphasizes the need to identify and assess natural and critical freshwater habitats at risk from project developments. The freshwater ecosystem assessments will characterize and map wetland and riverine habitats (and associated biodiversity) based on their ecological patterns/processes and landscape positions. A desktop review using high-resolution aerial imagery, proposed mining layouts, historical data, topographical maps, and contour data will establish the baseline extent of wetland and riverine habitats. Outputs from the mapping will guide future studies and measurements, and identify key sites for vegetation sampling and determination of present ecological state (PES)/condition.

The approach that will be followed to assess riverine and wetland ecosystems will be as follows:

- Undertaking desktop studies and field-based surveys of associated ecosystems within the area of influence for each site;
- Characterise patterns and processes of freshwater systems in terms of biota (i.e. fauna and flora), vegetation, hydrology, geomorphology, etc.;
- Establish baseline ecological conditions/PES, as well as the provision of ecological benefits and services.
- Highlighting any species of conservation concern (i.e. rare, endemic, Red Data species), in particular species that trigger Criterion 1 to 3 IFC PS6 that will need to be considered in the CHA; and
- Identifying and assessing key indicators suitable for monitoring (e.g. biomonitoring) and determining additional *in-situ* water quality indicators for assessment and longer-term monitoring.

In-field surveys of rivers and wetlands will include the collection of data to determine system drivers, focusing on assessment of freshwater ecosystem condition and functioning. This will include on-site observations regarding ecosystem characteristics, impacts/disturbances, vegetation communities, aquatic biota (e.g. fish, macroinvertebrates, diatoms), water quality, etc. This information will be used as the baseline against which the site activities can be monitored into the future. Importantly, the use of specific wetland and river habitat assessment tools will facilitate the reporting of different scenarios (i.e. current vs. post-development or post-rehabilitation) thereby enhancing EGS reporting requirements. In addition, the usefulness of ecological monitoring techniques is to provide detailed information in terms of various factors that affect the receiving and downstream freshwater environments thus providing an integrated understanding of impacts occurring within the catchment areas.

Ecosystem Goods and Services Assessments.

Ecosystem goods and services (EGS) must be identified and assessed to ensure sustainable and equitable benefits for the environment and community while maintaining economic viability. This project will conduct an ecosystem services assessment (ESA) in accordance with International Finance Corporation (IFC) Performance Standard 6 (PS6). PS6 recognizes biodiversity's importance in delivering valued ecosystem services, and impacts on biodiversity can affect service delivery. The ESA will focus on two groups of ecosystem services: those impacted by the project and communities (e.g. erosion, soil loss, sedimentation, biodiversity, etc.) and those the project depends on (e.g. heavy metal resources, water supply, flood attenuation, etc.). Key challenges to the provision of goods and services include river system degradation due to extensive tin and aggregates mining, poor soil retention by gum trees, and flood attenuation issues in the wetlands. However, after implementation of potential river and wetland rehabilitation interventions, the landscape could offer improved ecosystem goods and services, such as better runoff management, soil stability, crop yields, water quality, and biodiversity conservation. The assessment of ecosystem goods and services (EGS) in the study sites will involve using modelling tools and toolkits such as Final Ecosystem Goods and Services (FEGS), Toolkit for Ecosystem Services Site-Based Assessments (TESSA), and Integrated Valuation of Ecosystem Services and Trade-offs (InVEST). These tools can be linked to other modelling tools (e.g. ACRU for hydrological modelling). Additionally, the assessment will consider alternative livelihoods and ecosystem goods that could be introduced into the landscape to build socio-economic resilience. For example, climate and soil suitability will be evaluated to determine the potential for planting spice trees or crops as alternative income sources through profitable and innovative subsistence farming practices. This approach ultimately aims to improve the resilience of the natural environment and nearby communities.

Catchment Hydrological and Sediment Modelling

The hydrological assessment will utilise GIS spatial data and historical rainfall records to perform hydrological modelling of the catchments. The scope of work covered by the hydrological assessment includes:

- Modelling of hydrological flows generated by the catchment, under both the present landcover scenario, and in comparison, to future potential land use/landcover changes;
- Drawing on the above studies, provide a discussion of the potential impacts of land use/landcover changes on the hydrology of the receiving systems; and
- Provide recommendations to mitigate the impact of the changes in hydrology on the receiving catchments and users.

To undertake the hydrological modelling to the desired level of detail and confidence, a daily timestep process-based model, such as the ACRU model, is envisaged, to be used. Essentially, this model relies on input data and then processes this information to determine hydrological outputs. Hence, it can be utilised, in conjunction

with the latest available outputs from multiple Global Circulation Models (GCMs), as inputs to simulate projected future impacts of climate change on the hydrology of these systems. The hydrological modelling component of the study broadly comprises of the following tasks:

- A detailed sequence of GIS-derived workflows;
- Design rainfall estimation;
- The estimation of design floods to inform the flood line modelling where the flood estimates also include climate change scenario projections;
- Estimation of present water flows from the catchment; and
- Estimation of water flows from the catchment for future potential land use and landcover changes.

It is important to highlight that the design flood estimates will be done for the 1:2 to 1:100 year Return Periods (RPs). The abovementioned process will be subject to oversight and review by Prof. Jeff Smithers, with predefined steps being subject to review and signoff, both internally and externally i.e. the proposed approach and results of the data analysis will be shared with both the tailings and mine closure specialists for review, comment and signoff to ensure alignment on the outputs of the studies.

In addition, a detailed geomorphic appraisal is essential to understand and predict flooding and sediment dynamics in river and floodplain wetlands within the concession areas. This appraisal will inform the impact of proposed rehabilitation approaches by examining sediment regimes, which are crucial for creating physical habitats and supporting ecosystems. Both natural and human-induced disturbances can significantly alter these regimes, affecting morphology, downstream users, and ecosystem services. Given the complexity and variability of sediment regimes, especially in modified landscapes, a spatially explicit sediment modelling framework will be applied at both catchment-wide and local scales, aiding in the planning and prediction of current and future sediment transport scenarios.

Flood Line Determination

The flood line determination will be done for only major rivers directly associated with the mining activities, which impact downstream users within each concession area, on the assumption that accurate and detailed survey data of these watercourses and surrounding areas will be provided. Ideally, this survey data should be obtained through recent high resolution LiDAR surveys.

Using the results from the hydrological modelling component described above, flood lines will be developed for each concession area, including projected flood events under climate change scenarios. The flood lines will be determined for the same RPs as the hydrological modelling. The peak discharge relating to the associated flood event will be used to determine the corresponding flood inundation.

A digital terrain model (DTM) will be developed from the high resolution remotely sensed survey data and used in a HEC-RAS (Hydrologic Engineering Center-River Analysis System) 2D model, along with the hydrological inputs, land cover roughness values, and hydraulic infrastructure details to generate the relevant flood lines. Generally, the 1:100 year RP or lower floodlines are sufficient for ecological and environmental engineering purposes. Nevertheless, the hydrological modelling and floodline estimation processes will be subject to oversight and review by Prof. Jeff Smithers, with predefined steps being subject to review and signoff, both internally and externally i.e. the proposed approach and results of the data analysis will be shared with both the tailings and mine closure specialists for review, comment and signoff to ensure alignment on the outputs of the studies.

Hydrocensus

A hydrocensus will be undertaken to collect information regarding community water use and water-related issues (e.g. potential pollution). This will be done in a systematic manner within the respective study areas and associated catchments. The freshwater ecologist team will assist with identification, recording and assessing water sources (e.g. springs, wells, boreholes, water pumps, water storage systems, etc.) encountered during the baseline field assessments. A hydrocensus form will be created prior to field studies to ensure that key questions regarding water use, demands, source type, condition are captured. The hydrocensus forms will also help facilitate the social engagement team when undertaking discussions with community members. The community engagements will be structured so as to target the full spectrum of water users present in the study areas. All data collected from the hydrocensus will be collated, captured, and analysed. The output results will be used to help identify and prioritise areas/communities requiring water supply interventions/schemes. Recommendations will be provided for specific water resource management and protection measures that will build a more resilient and sustainable future for local communities.

Water Quality (WQ) Monitoring Protocols

All existing WQ data will be reviewed and analysed to update the WQ Monitoring Protocols and sites for monitoring WQ. In addition, the Contractor team, through consultation with Trinity Metal's environmental management team, will develop and implement an online WQ monitoring database and dashboard that will facilitate and optimise the future monitoring and engagement of projects.

Deliverables

The following deliverables, in terms of reports and GIS data, are envisaged from the abovementioned project tasks:

- Reports
    - Source, pathway and receptor analysis
    - Ecological health and drivers of the river and wetland ecosystems.
    - Ecosystem Goods and Services Assessments.
    - Hydrological study report including maps of the catchment boundaries, design flood volumes and peaks for the 1:2 to 1:100 year RP events under selected land use/landcover change scenarios.
    - Sediment balance and geomorphology assessment

    - Estimated hydrological flows and sediment movements
    - Flood line report including flood lines for the 1:2 to 1:100 year RPs, including selected climate change scenarios.
    - Hydrocensus report
    - Monitoring
- Spatial coverages (in the specified datum and projection, including metadata files)
    - Extent of freshwater ecosystems (rivers and wetlands) and the disturbance units and habitat/system types
    - Extent of freshwater ecosystem catchments and landcover mapping within those catchments following the WET-Health (Version 2) landcover classification system.
    - Location/extent of sources, pathways and receptors of pollutants
    - Location/extent of priority ecosystems in terms of ecosystems goods and services and those communities reliant on these resources
    - Catchment boundaries and flood lines for major streams for selected RPs.
    - Baseline sediment flow paths and sediment flux values and spatial representation of sediment accumulation/erosion risk areas. Location and extent of major sediment sources and major sediment sinks.
    - Location of community water sources (springs) and nature of use
    - Water quality monitoring locations
- Water quality monitoring database and dashboard, incorporating existing and future data.

Assumptions

The following assumptions are made related to the hydrological modelling:

- The Companies will supply high resolution elevation data to Contractor, and
- All climatic and catchment specific data such as rainfall, soil information temperature, evaporation