

This SETTLEMENT AGREEMENT is entered into this 25 August 2021 by and between Rutongo Mines Ltd (hereinafter the "Company") and UWABABYEYI Sylvie, (hereinafter the " Next of Kin of Late BIGIRIMANA Wellars" for herself and her two children (all of whom are collectively referred to as the " The heirs of BIGIRIMANA Wellars").

WHEREAS, the company awarded employment contract to Late BIGIRIMANA Wellars as a Blaster and following the unfortunately death of the later in a work accident while performing his duties;

WHEREAS, the next of kin of Late Bigirimana Wellars, filed a court case with the Intermediate Court of Gicumbi for payment of compensation other than RSSB compensation and those payment provided for by the labor law in force in Rwanda which has been docketed as RC00057/2021/TGI/GIC (certain controversies have arisen with respect to the compensation for the family of Late BIGIRIMANA Wellars (hereinafter the "Controversies"); and

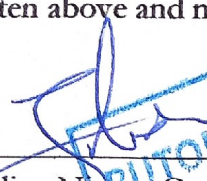
WHEREAS, under the initiative of the company, the parties met on 25 August 2021, for the purpose of compromise discussions pertaining to the court case; and reached an accord, and now wish to commit the terms of their accord into this Settlement Agreement;

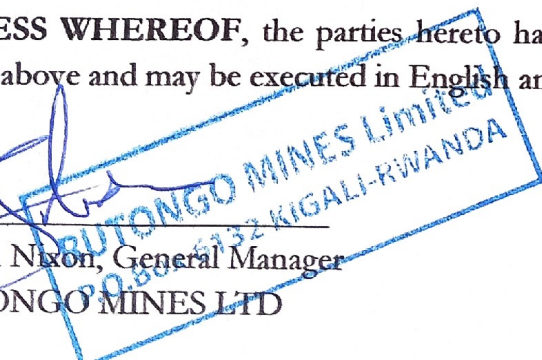
WHEREAS, each party has been represented by counsel, has been apprised of its rights regarding the settlement, and enters into the settlement freely and voluntarily.

NOW THEREFORE, in consideration of mutual promises contained herein, the parties agree as follows:

1. Neither this Settlement Agreement nor anything contained within it shall be admissible in any proceeding as evidence of liability or wrongdoing on the part of either party.
2. The company agrees to pay One million five hundred thousand Rwanda francs (1 500 000 FRW) to the family of Late BIGIRIMANA Wellars. Such Settlement Amount includes all monetary remedies of any kind relating to the compensation.
3. The company agrees to cover the fees payable to the Counsel of the heirs of BIGIRIMANA Wellars equivalent to three hundred thousand Rwanda Francs (300 000 FRW).
4. The company promises to assist the two children of Late BIGIRIMANA with studies according to "CARE OF DUTY" Policy as it will be developed by the company.
5. UWABABYEYI Sylvie in the name of all heirs of Late BIGIRIMANA Wellars withdraws the case and renounces the right to reintroduce the case.

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement on the date written above and may be executed in English and Kinyarwanda languages.


By: 
Julian Nixon, General Manager
RUTONGO MINES LTD




By: 

UWABABYEYI Sylvie, Next of Kin of Late
BIGIRIMANA Wellars

IN THE PRESENCE OF:

By: 
Legal Counsel of UWABABYEYI Sylvie

By: 
Boniface KARASIRA, HR Manager
RUTONGO Mines Ltd