



PROVISION OF LABORATORY SAMPLE TESTING, LOGISTICS AND REPORTING SERVICES

TERMS AND CONDITIONS

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Nyakabingo Purchase Requisition Number No: 7135 and Contract Number 0000003042
Musha Purchase Requisition Number No: 7459 and Contract Number 0000001679
Rutongo Purchase Requisition Number No: 6943 and Contract Number 0000004396



SECTION A

PROVISION OF LABORATORY SAMPLE TESTING , LOGISTICS AND REPORTING SERVICES

FORMS OF CONTRACT

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Nyakabingo Purchase Requisition Number No: 7135 and Contract Number 0000003042
Musha Purchase Requisition Number No: 7459 and Contract Number 0000001679
Rutongo Purchase Requisition Number No: 6943 and Contract Number 0000004396



SCHEDULE OF RATE

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.

Year 1

Mine	Matrix	Months												TOTALS
		1	2	3	4	5	6	7	8	9	10	11	12	
Rutongo	Surface Water	6	6	14	6	6	14	6	6	14	6	6	14	104
	Groundwater	7	7	7	7	7	7			7			7	56
	Mine Water						6						6	12
Nyakabingo	Surface Water	4	4	4	4	4	4	4	4	4	4	4	4	48
	Groundwater	2	2	2	2	2	2			2			2	16
	Mine Water			2			2			2			2	8
Musha	Surface Water			4			4			4			4	16
	Groundwater	6	6	6	6	6	6			6			6	48
	Mine Water						2						2	4
Total Samples		25	25	39	25	25	47	10	10	39	10	10	47	312
Lab testing (at USD88/sample)		\$2 200	\$2 200	\$3 432	\$2 200	\$2 200	\$4 136	\$880	\$880	\$3 432	\$880	\$880	\$4 136	\$27 456
Sampling kits SA - Rwanda		\$701	-	-	\$816	-	-	\$514	-	-	\$574	-	-	\$2 605
Samples Rwanda to SA		\$340	\$340	\$501	\$340	\$340	\$510	\$170	\$170	\$501	\$170	\$170	\$510	\$4 062
SA customs clearance		\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$1 320
TOTALS		\$3 351	\$2 650	\$4 043	\$3 466	\$2 650	\$4 756	\$1 674	\$1 160	\$4 043	\$1 734	\$1 160	\$4 756	\$35 443

Year 2

Mine	Matrix	Months												TOTALS
		1	2	3	4	5	6	7	8	9	10	11	12	
Rutongo	Surface Water	6	6	14	6	6	14	6	6	14	6	6	14	104
	Groundwater			7			7			7			7	28
	Mine Water						6						6	12
Nyakabingo	Surface Water	4	4	4	4	4	4	4	4	4	4	4	4	48
	Groundwater			2			2			2			2	8
	Mine Water			2			2			2			2	8
Musha	Surface Water			4			4			4			4	16
	Groundwater			6			6			6			6	24
	Mine Water						2						2	4
Total Samples		10	10	39	10	10	47	10	10	39	10	10	47	252
Lab testing (at USD88/sample)		\$880	\$880	\$3 432	\$880	\$880	\$4 136	\$880	\$880	\$3 432	\$880	\$880	\$4 136	\$22 176
Sampling kits SA - Rwanda		\$550	-	-	\$780	-	-	\$550	-	-	\$780	-	-	\$2 660
Samples Rwanda to SA		\$290	\$290	\$426	\$290	\$290	\$536	\$290	\$290	\$426	\$290	\$290	\$536	\$4 244
SA customs clearance		\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$1 440
TOTALS		\$1 840	\$1 290	\$3 978	\$2 070	\$1 290	\$4 792	\$1 840	\$1 290	\$3 978	\$2 070	\$1 290	\$4 792	\$30 520

Nyakabingo Purchase Requisition Number No: 7135 and Contract Number 0000003042
Musha Purchase Requisition Number No: 7459 and Contract Number 0000001679
Rutongo Purchase Requisition Number No: 6943 and Contract Number 0000004396



SAMPLING PARAMETERS

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.

Parameters
pH
Electrical conductivity (EC)
Total Dissolved Solids (TDS)
Total Suspended Solids (TSS)
Major Cations: Calcium, Magnesium, Sodium, and Potassium,
Major Anions: Chloride as Cl, Fluoride as F, Sulphate as SO ₄ , and Nitrate as N
Trace metals: Aluminium, Arsenic, Nickel, Manganese, Iron, Copper, Lead
Total Alkalinity as CaCO ₃
Ammonia

Nyakabingo Purchase Requisition Number No: 7135 and Contract Number 0000003042
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CERTIFICATE OF ACCREDITATION

In terms of section 22(2) (b) of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act, 2006 (Act 19 of 2006), read with sections 23(1), (2) and (3) of the said Act, I hereby certify that:-

**TALBOT LABORATORIES
A DIVISION OF TALBOT GROUP (PTY) LTD**

Co. Reg. No.: 2000/021732/07

Facility Accreditation Number: **T0122**

is a South African National Accreditation System accredited facility provided that all conditions and requirements are complied with

This certificate is valid as per the scope as stated in the accompanying schedule of accreditation, Annexure "A", bearing the above accreditation number for

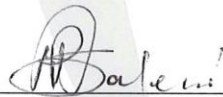
CHEMICAL AND MICROBIOLOGY ANALYSIS

The facility is accredited in accordance with the recognised International Standard

ISO/IEC 17025:2017

The accreditation demonstrates technical competency for a defined scope and the operation of a quality management system

While this certificate remains valid, the Accredited Facility named above is authorised to use the relevant accreditation symbol to issue facility reports and/or certificates



Mr T Baleni
Acting Chief Executive Officer

Effective Date: 01 August 2021
Certificate Expires: 31 July 2026



Facility Number: T0122

ANNEXURE A

SCHEDULE OF ACCREDITATION

Facility Number: **T0122**

Permanent Address of Laboratory:

Talbot Laboratories (Pty) Ltd
A Division of Talbot Group (Pty) Ltd
20 Pentrich Road
Pietermaritzburg
3200

Technical Signatories:

Ms J Winchester (Only Microbiology Methods)
Ms D Naidoo (1B,,2B, 2A, 5,41, 59, 3, 39, 10, pH Method,1, 4, 83A,10G, 16G, 18G, 64G, 65Ga-c, 66G, 67G, 68G, 231, 232, 233, 234, 40A, 91, 92, 93, 94, All Calculations)
Mr S Mgabhi ((1pH Methods, 1B, 2B, 2A, 5,41, 59, 3, 39, 10, 4, 83A, 10G, 16G, 18G, 64G, 65Ga-c, 66G, 67G, 68G, 231, 232, 233, 234, 40A, 91, 92, 93, 94, All Calculations)
Ms K Deepnarain (31, 32, 34)
Ms S Chohan (CTS) (100, 101 & 104)
Mr D Daphne (TLM 31, TLM 32, TLM 227, TLM 223, TLM 224, TLM 225)
Ms S Lushaba (TLM 227, TLM 223, TLM 224, TLM 225)
Mr W Mbokazi (100, 101 & 104)
Mr M Nkwnyane (100, 101 & 104)
Mr M Sigcau (1B,,2B, 2A, 5,41, 59, 3, 39, 10, pH Method,1, 4, 83A,10G, 16G, 18G, 64G, 65Ga-c, 66G, 67G, 68G , 231, 232, 233, 234, 40A, 91, 92, 93, 94, All Calculations)

Postal Address:

PO Box 22598
Pietermaritzburg
3200

Nominated Representative:

Ms D Naidoo

Tel: (033) 346-1444

Fax: (033) 346-1445

E-mail: Denise.Naidoo@talbot.co.za

Issue No.: 30

Date of Issue: 19 November 2024

Expiry Date: 31 July 2026

Material or Products Tested	Type of Tests / Properties Measured, Range of Measurement	Standard Specifications, Techniques / Equipment Used
CHEMICAL		
Water (Raw, Potable, Waste)	Determination of pH at 25°C - Electrometric	1 (Based on SANS 5011)
	Determination of pH at 25°C - Electrometric	1B (Based on Standard Methods for the Examination of Water and Wastewater, APHA, AWWA, WEF, 20 th Edition)
	Determination of Electrical Conductivity at 25°C-Conductimetric	Method 2A (Based on SANS 7888)
	Determination of Electrical Conductivity at 25°C - Conductimetric	2B (Based on SANS 7888)

Facility Number: T0122

	Determination of Suspended Solids at 105°C - Gravimetric	5 (Based on SANS 6049)
	Determination Total Solids at 105°C - Gravimetric	59 (Based on Standard Methods for the Examination of Water and Wastewater, APHA, AWWA, WEF, 20 th Edition)
	Determination of Total Dissolved Solids at 180°C - Gravimetric	41 (Based on SANS 5213)
	Determination of Turbidity - Nephelometric	4 (Based on Standard Methods for the Examination of Water and Wastewater, APHA, AWWA, WEF 20 th Edition)
	Determination of Chemical Oxygen Demand - Titrimetric (Dichromate Reflux)	3 (Based on Government Gazette 2512)
	Determination of Oxygen Absorbed - Titrimetric	39 (Based on SANS 5220)
	Determination of Alkalinity - Titrimetric	10 (Based on Standard Methods for the Examination of Water and Wastewater, APHA, AWWA, WEF 20 th Edition)
	Determination of Li, Be, B, Al, Ti, V, Cr, Mn, Fe, Co, Ni, Cu, Zn, As, Se, Sr, Mo, Ag, Cd, Sn, Sb, Ba, Tl, Pb, U, Hg by ICP-MS	No.83A (Based on Standard Methods for the Examination of Water and Wastewater, APHA, AWWA, WEF, 20 th Edition and EPA 200.8)
Water (Raw, Potable, Waste)	Determination of Alkalinity	10G (Gallery Plus)
	Determination of Chloride	16G (Gallery Plus)
	Determination of Fluoride	18G (Gallery Plus)
	Determination of Ammonia	64G (Gallery Plus)
	Determination of Nitrate & Nitrite	65Ga (Gallery Plus)
	Determination of Nitrite	65Gb (Gallery Plus)
	Determination of NITRATE	65Gc (Gallery Plus)
	Determination of Orthophosphate	66G (Gallery Plus)
	Determination of Sulphate	67G (Gallery Plus)
	Determination of Hexavalent Chromium	68G (Gallery Plus)
	Determination of Total Phosphorous, Total Silica, Total Sulphur	91 (ICP-OES 5110)
	Determination of Arsenic, Antimony, Selenium and Mercury	92 (ICP-OES 5110)
	Determination of Calcium, Magnesium, Potassium and Sodium	93 (ICP-OES 5110)
	Determination of Al, B, Ba, Be, Cd, Co, Cr, Cu, Fe, Li, Mn, Mo, Ni, Pb, Sr, Sn, Ti, Tl, U, V, Zn and Zr	94 (ICP-OES 5110)
Water (Raw, Potable & Waste)	Determination of Total Phosphate, Total Sulphur and Total Silica	TLM 231 (ICP-OES-Prodigy)

Facility Number: T0122

Determination of Arsenic, Antimony, Selenium and Mercury TLM 232 (ICP-OES-Prodigy)

Determination of Ca, Mg, K and Na TLM 233 (ICP-OES-Prodigy)

Determination of Al, Ba, B, Cd, Co, Cr, Cu, Fe, Li, Mn, Mo, Ni, Pb, Sn, Sr, Ti, V, Zn TLM 234 (ICP-OES-Prodigy)

Determination of Arsenic Antimony, Selenium and Mercury TLM 232 (ICP-OES-Prodigy)

Determination of Ba, B, Cd, Co, Cr, Cu, Mn, Mo, Ni, Pb, V, Zn TLM 234 (ICP-OES-Prodigy)

Calculations:

Calcium Hardness

Magnesium Hardness

Total Hardness

Sodium Adsorption Ratio (SAR)

Total dissolved solids (From EC in mS/m)

Orthophosphate as PO₄

Nitrate as NO₃

Nitrite as NO₂

Free/unionised Ammonia as N or NH₃

Saline/ionised Ammonium as N or NH₄

Total Inorganic Nitrogen (TIN)

Saturated pH (pHs)

Ryznar Saturation index (RSI)

Langelier Saturate Index (LSI)

Aggressiveness Index (AI)

Corrosively Index (CI)

Ion Balance

Alkalinity Relationships (Hydroxide alkalinity as CaCO₃, Hydroxide alkalinity as OH, Carbonate alkalinity as CaCO₃, Carbonate alkalinity as CO₃, Bicarbonate alkalinity as CaCO₃ & Bicarbonate alkalinity as HCO₃)

Soil and Sludge

Determination of Mercury 86 (ICP-OES)

Determination of Be, Cd, Cr, Co, Cu, Pb, Mn, Mo, Ni, V, Zn, Ba, Sn 87 (ICP-OES)

Determination of Selenium and Arsenic 88 (ICP-OES)

Determination of Antimony 89 (ICP-OES)

Determination of Total Phosphate 90 (ICP-OES)
Suspended on the 12 June 2024

Facility Number: T0122

Water (Raw, Potable, Waste) Soil, Sludge and Sediment)	Determination of TPH by GC-FID(C ₆ -C ₄₀)	101 (GC-FID)
	Determination of VOC's	100 (Purge+ Trap+ GC-MS)
Water (Raw, Potable, Waste)	Total Organic Carbon and Soluble Organic Carbon	104 (TOC Analyser)
	Determination of Colour	40 A (Photometer)
MICROBIOLOGY		
Water (Raw, Potable and Waste)	Standard Plate Count	31(based on SANS 5221:2018)
	Enumeration of Total Coliforms and <i>Escherichia coli</i>	32 (Colilert-defined substrate technology)
	Enumeration of <i>Legionella pneumophila</i>	34 (Legiolert)
<p>Talbot Laboratory (Pty) Ltd The Innovation Hub No.1 Sydney Brenner Street Pretoria</p>		
MICROBIOLOGY		
Water (Potable , Raw and Waste)	Standard Plate Count	TLM 31 (based on SANS 5221: 2018)
	Enumeration of Total Coliforms and <i>Escherichia coli</i>	TLM 32 (Colilert-defined substrate technology)
CHEMISTRY		
Water (Raw, Potable and Waste)	Determination of pH at 25 °C	TLM 227
	Determination of Turbidity-Nephelometric	TLM 224
	Determination of Electrical conductivity at 25°C	TLM 223
	Determination of color (True and Apparent)	TLM 225

Original Date of Accreditation: 01 August 2001

ISSUED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM



Accreditation Manager



SECTION B

PROVISION OF LABORATORY SAMPLE TESTING, LOGISTICS AND REPORTING SERVICES

CONDITIONS OF CONTRACT

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Nyakabingo Purchase Requisition Number No: 7135 and Contract Number 0000003042
Musha Purchase Requisition Number No: 7459 and Contract Number 0000001679
Rutongo Purchase Requisition Number No: 6943 and Contract Number 0000004396



1. Introduction and definitions

The Companies wishes employ the Contractor in accordance with the Scope of Services, Section "C" hereto.

- 1.1 The Contractor has agreed to render such professional services to the Companies.
- 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 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. "Companies shall mean Trinity Nyakabingo Mine Ltd, Rutongo Mines Ltd and Trinity Musha Mines 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 Companies representative shall be Sam Ryumugabe, Group Sustainability Manager.

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2. Appointment

The Companies appoint the Contractor to provide Laboratory Sample Testing, Logistics and Reporting Services and the Contractor accepts such appointment to the satisfaction of the Companies representative, in strict accordance with Scope of Services Annexure C hereto.

3. Duration and Termination

The Contract shall be for a 24 (twenty four) month period commencing on 1 April 2025 and terminating 30 April 2027.

Extension of Contract term after 30 April 2027 will be subject to mutual agreement by the Parties and confirmed before the above Termination Date by an official Amendment to this Contract.

Throughout the term of the Contract, termination notice may be given in writing one party to the other with 30 (Thirty) calendar days' notice.

Should the Contract 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 Companies shall pay to the Contractor the Fees as defined in Section A Forms of Contract and Scope of Services Section C hereto.
- 4.1.2 The Invoice shall be payable 16 days after date of Invoice receipt and such invoice shall be accompanied by the Sample Analytical Management Report as included in the Invoice.
- 4.1.3 The total estimated value for 24 months is \$ 65 963.00 and excludes all Taxes

The total estimated value as reflected herein is the total commitment in terms of the Contract and provided that invoices are within the scope of services and the total estimated value, the Contract will not be amended to cover interim payments.

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

- change of scope,
- mutually negotiated and accepted change in rates to reflect a change in DHL rates and/or a change in the quoted rate of exchange, based on R 18.550 = \$ 1.00
- an increased commitment, or
- to reflect the final total price at the completion of the Contract.

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- 4.1.4 Withholding Tax and VAT
All Invoices to exclude Withholding Tax and VAT.

4.2 Invoices and Statements

Invoices to be made out and in the name of the individual Company contracting for the Services reflecting the Contract number must be addressed to:

Trinity Nyakabingo Mine Ltd
Jean Claude Habyarimana
Financial Manager
Jclaud.habyarimana@trinty-metals.com

and copied to the Companies Representative:
Sam Ryumugabe, Group Sustainability Manager
sam.ryumugabe@trinity-metals.com

or

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

and copied to the Companies Representative:
Sam Ryumugabe, Group Sustainability Manager
sam.ryumugabe@trinity-metals.com

or

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

and copied to the Companies Representative
Sam Ryumugabe, Group Sustainability Manage
sam.ryumugabe@trinity-metals.com

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5. Professional Indemnity and Contractor's Indemnity

The Contractor has Professional Indemnity Insurance to the value of \$

The Employer, 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 persons or property resulting from the carrying out of the Contract by the Contractor or any of its Sub Contractors, agents, representatives or employees except where such loss, damage, death or injury is caused by any act or omission of the Employers, its agents, representatives or employees.

6. Confidentiality and Confidentiality Contract

- 6.1 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.
- 6.2 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 5.3 and agree to be bound by an undertaking in the form of that referred to in 5.1.
- 6.3 The Contractor acknowledges that the results of the research conducted by the Contractor, and every person who assists the Contractor in terms of this 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 of otherwise, other than the fees payable to the Contractor in terms of this Contract.
- 6.4 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 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.

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7. Intellectual Property Rights

- 7.1 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.
- 7.2 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 consultancy and undertakes to procure that the Contractor's employees and independent contractors likewise cede and assign such intellectual property rights.
- 7.3 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 Contract.
- 7.4 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 Contract.
- 7.5 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.
- 7.6 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.

8. Breach

- 8.1 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.
- 8.2 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.
- 8.3 Notwithstanding anything to the contrary herein contained, the Contractor shall not be liable for any indirect or consequential damages, which the Companies may suffer as a consequence of the performance by the Contractor of its services hereunder.

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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 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.
- 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 Contract 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 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.

10. Miscellaneous Matters

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

10.1.1 in the case of the Companies to:

Trinity Nyakabingo Mine Ltd
Northern Province
Shyorongi, Rulindo, Rwanda

or

Trinity Musha Mines Ltd
Eastern Province,
Musha, Rwamagana,
Rwanda

or

Rutongo Mines Ltd
Northern Province,
Masoro, Rulindo,
Rwanda

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10.1.2 in the case of the Contractor to:

Contractor's Physical Address
20 Pentrich Road, Pietermaritzburg,
South Africa, 3201

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 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.

10.3 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.

10.4 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.

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11. Law of Contract

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

12. Resolution of Disputes

- 12.1 Any dispute between the parties shall be negotiated by the parties in a reasonable manner with a view to resolving the dispute.
- 12.2 If the procedures under 12.1 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 11.1 and 11.2 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

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SECTION C

SCOPE OF SERVICES

PROVISION OF LABORATORY SAMPLE TESTING, LOGISTICS AND REPORTING SERVICE

Preamble

Trinity Metals Limited (the Companies) is a privately owned Companies engaged in the mining and exploration of tin, tungsten, tantalum and lithium in Rwanda.

The Companies 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).

Trinity Metals is currently seeking international investment to fund the expansion, modernisation and mechanisation of the existing operations. In support of this, Trinity Metals is in the process of implementing an ISO14001/45001-aligned integrated SHEC management system.

The 2024 ESIA's for all three of the mines included specialist hydrology, geochemistry and geohydrology assessments. These informed the ESIA outcomes and Environmental and Social Management Plans (ESMPs).

The ESMPs make provision for surface and groundwater monitoring programmes.

Trinity Metals requires the services of an experienced and accredited laboratory to assist us with routine analysis and reporting of our water samples.

Details of the Scope of Work are provided below:

Scope of Work

- a. Laboratory testing of surface and groundwater samples as per the attached schedule, and including the specified determinants.
- b. Supply of sampling kits/bottles via courier to Rwanda, and the courier of samples from Rwanda to the laboratory.

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Laboratory testing of surface water and groundwater samples for the specific determinants listed in **Table 1.** and as per the schedule shown in **Table 2;** and

Supply of sampling kits/bottles via courier to Rwanda, and the courier of samples from Rwanda to the laboratory.

Contractor to prove that our laboratories are accredited to the ISO 17025 international standard.

All testing is to be performed inhouse.

Contractor to provide a Turnaround Time on reporting of the requested lab analytical results.

Contractor to supply lab results in PDF and Excel formats compatible with the Trinity Metals WQ database.

Table 1: Water Quality Analytical Suite (All Samples)

Parameters
pH
Electrical conductivity (EC)
Total Dissolved Solids (TDS)
Total Suspended Solids (TSS)
Major Cations: Calcium, Magnesium, Sodium, and Potassium,
Major Anions: Chloride as Cl, Fluoride as F, Sulphate as SO ₄ , and Nitrate as N
Trace metals: Aluminium, Arsenic, Nickel, Manganese, Iron, Copper, Lead
Total Alkalinity as CaCO ₃
Ammonia

Table 2: Water monitoring schedule

Mine	Samples	Monthly	Quarterly	Bi-Annually	Total No/year	Total No/24 months	Parameters
Rutongo	Surface water	6	8	-	104	208	Per Table 2
	Groundwater	7 samples/m first 6 months	7 samples/Q thereafter	-	56	84	
	Mine water	-	-	6	12	24	
Nyakabingo	Surface water	4	-	-	48	96	
	Groundwater	2 samples/m first 6 months	2 samples/Q thereafter	-	16	24	
	Mine water	-	2	-	8	16	
Musha	Surface water	-	4	-	16	32	
	Groundwater	6 samples/m first 6 months	6 samples/Q thereafter	-	48	72	
	Mine water	-	-	2	4	8	
Total					312	564	

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Lab Testing

Contractor’s rate to test the full lab suite listed in Table 1 is **USD 88.00** per sample. Contractor WILL NOT apply an annual escalation to our analytical rates in year 2 of the contract.

Contractor is ISO 17025 accredited for all requested parameters. Anticipated Turnaround Time of 5 to 7 working days for reporting of results from receipt of samples at Contractor’s South African laboratory.

Supply and Courier of Sampling Kits

Contractor rates include courier of sampling kits (South Africa to Rwanda) on the assumption that Contractor will send a consignment of sampling kits every three months with enough bottles to last three months of sampling. Contractor will label each box in the consignment to clearly indicate which sampling run the bottles relate to. Trinity Metals is to ensure that the sampling kits are safely stored until required.

Courier rates per Quarterly consignment are as follows for year 1 and year 2 of the contract:

	Year 1	Year 2
Quarter 1	USD 701	USD 550
Quarter 2	USD 816	USD 780
Quarter 3	USD 514	USD 550
Quarter 4	USD 574	USD 780

Courier of Samples

Contractor’s unit rates to courier water samples (Rwanda to South African) and clear each consignment through South African customs (using a clearing agency), are as follows for year 1 and year 2 of the contract:

	Year 1	Year 2
Monthly consignments (per consignment)	USD 340	USD 290
Quarterly consignments (per consignment)	USD 501	USD 426
Bi-Annual consignments (per consignment)	USD 510	USD 536
Customs clearance into South Africa (per consignment)	USD 110	USD 120



Assumptions

1. Contractor (via DHL couriers) will supply and deliver the requisite sampling kits/bottles to Rwanda.

Each consignment of sampling kits will contain enough bottles for 3 months of sampling. Trinity Metals is to ensure the sampling kits are safely stored on site until needed.
2. Contractor will (via DHL couriers) collect the Quarterly water samples in Rwanda

Trinity Metals personnel are to undertake any actions necessary to clear the quarterly samples - with the Rwandan authorities - for export from Rwanda. Talbot will supply Trinity Metals with all paperwork necessary to import the samples into South Africa.
3. The full analytical suite to be tested inhouse by Contractor, anticipated (but cannot necessarily guarantee) a turnaround time of 5 to 7 working days from when samples reach Contractor's laboratory in Pietermaritzburg (South Africa).
4. DHL rates may fluctuate in response to geopolitical and economic reasons beyond Contractor's control. Should DHL's rates change during the course of the contract then Contractor may need to revisit our logistical rates.
5. Foreign exchange rates may fluctuate substantially from current spot price, in response to geopolitical and economic reasons beyond Contractor's control. Contractor reserves the right to revise our pricing should the foreign exchange rate fluctuate materially during the duration of the contract. A USD/ZAR rate of exchange of R18.50 was applied to this offer.

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