

**NYAKABINGO TUNGSTEN FEASIBILITY STUDY, PEER REVIEW, GAP ANALYSIS,
CO-ORDINATION AND REPORTING**

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO.: 000003294

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

**and
BARA CONSULTING LTD
17 Central Buildings, Market Place, Thirsk,
North Yorkshire, YO7 1HD, UK
Tel +44 7444 864046**

("the Contractor")

1. Introduction and definitions

The Company wishes to employ the Contractor in accordance with the Scope of Services Annexure "A", Cost Estimate Annexure "B", Project Team Annexure "C" and Work Completion Certificate Annexure "D" hereto.

- 1.1 The Contractor has agreed to render such professional services to the Company.
- 1.2 The parties wish to record in writing the terms and conditions on which the professional services will be made available.
- 1.3 For purposes of this agreement –
 - 1.3.1 words in the singular shall include the plural and one gender shall include the others;
 - 1.3.2 unless the context indicates a contrary intention, "confidential information" means all information of whatsoever nature relating to the business, affairs and interests of the Company which comes into the possession of the Contractor, any of the employees of the Contractor or any of the Contractor's independent contractors (together, "the affected parties"), or becomes known to it by whatsoever means during the course of carrying out its work under this agreement, or the results of any research conducted by it during the course of carrying out its work under this agreement, other than information:

- 1.3.2.1 which at the time that it was disclosed to such affected party or came into its possession, was already known to it from other sources or was in the public domain, or thereafter comes into the public domain otherwise than through any default on the part of the affected party;
or
 - 1.3.2.2 which becomes known to such affected party without restriction as to its use and disclosure from a third person with valid title to that information;
or
 - 1.3.2.3 which was or is developed by or is known to such affected party either before or subsequent to such information being disclosed by the Company, such affected party having no knowledge of the content of such disclosure.
- 1.3.3 "Bara" shall mean the Contractor
- 1.3.4 "Company" shall mean Trinity Nyakabingo Mine Ltd
- 1.3.5 "Trinity" shall mean Trinity Metals Ltd acting for and on behalf of Trinity Nyakabingo Mine Ltd, Rutongo Mines Ltd and Trinity Musha Mines Ltd
- 1.3.5 The Company's representative shall be Siobhan Joubert.

2. Appointment

The Company appoints the Contractor to a Tungsten Feasibility Study, Peer Review, Gap Analysis, Co-ordination and Reporting and the Contractor accepts such appointment to the satisfaction of the Company's representative, in strict accordance with Scope of Services Annexure "A", Cost Estimate Annexure "B", Project Team Annexure "C" and Work Completion Certificate Annexure "D" hereto.

3. Duration and Termination

The agreement shall commence on 15 September 2025 and terminate 30 December 2026

Extension of Contract term after 30 December 2026 will be subject to mutual agreement by the Parties and confirmed before the above Termination Date by an official Amendment to this Agreement.

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

Should the Agreement be terminated in terms of this clause and by notice properly served and indebtedness one party to the other cleared, then the Contractor shall not be entitled to any further or other payment.

4. Fees and Invoices

4.1 Fees (Excluding all Taxes):

4.1.1 The Company shall pay to the Contractor in accordance with the Project Programme Milestones achieved and included in the Scope of Work, Annexure "A".

4.1.2 The fees shall be payable for each milestone as follows:

Phase 1

- Milestone 1: CPR review & gap identification £6017
- Milestone 2: Initial Resource Review £2470
- Milestone 3: Resource Validation £4941
- Milestone 4: Reporting & Recommendations £1657

Phase 2

- Milestone 5: Kickoff FS Coordination £12360
- Milestone 6: Finalise Review & Coordination £21320
- Milestone 7: Report, Conclusions & Recommendations £6803

Total Estimated Value for the milestone, shall be paid 30 days after date of invoice and such invoice shall be accompanied by a Management Report and the completion of the Work Completion Certificate, Annexure "D" hereto.

4.1.3 The Total Estimated Value is British Sterling 55 882.00 exclusive of all Taxes.

4.1.4 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
- any other ground as may be agreed upon by both parties in writing.

4.2 Invoices and Statements

Invoices reflecting the Contract Number and accompanied with the Project Reports for Work undertaken and the Work Completion Certificate, Annexure "D" hereto, must be addressed to:

Trinity Nyakabingo Mine Ltd
Northern Province
Shyorongi, Rulindo,
Rwanda

For attention:
The Financial Superintendent:
Jean Claude Habyarimana,
jeanclaud.habyarimana@trinity-metals.com

and copied to the Company's Representative: Siobhan Joubert
e-mail: siobhan.joubert@trinity-metals.com

5. **Professional Indemnity and Contractor's Indemnity**

The Contractor has Professional Indemnity Insurance to the value of GBP £ 1 000 000.

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 Agreement**

- 6.1 The Contractor undertakes during this agreement and at all times thereafter, to hold in trust and confidence all confidential information which comes into its possession, or which becomes known to it in the course of the Contractor's services, and not to disclose or make use of that confidential information in any way whatsoever, or in any way whatsoever make the confidential information available to others, without the prior written consent of the Company.
- 6.2 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 6.3 and agree to be bound by an undertaking in the form of that referred to in 6.1.
- 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 agreement, will belong to the Company absolutely, and that they will not be entitled to any payment for those results or for carrying out any research, whether in the form of a royalty of otherwise, other than the fees payable to the Contractor in terms of this agreement.

- 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 Company and the Contractor shall procure that such documents are so returned. The Contractor shall be entitled to retain for record purposes one copy of documents containing confidential information. For the purposes of this clause, "documents" include any method of reproducing information, whether in document form or stored in any electronic medium.

7. Intellectual Property Rights

- 7.1 The Contractor acknowledges and undertakes to ensure that the Contractor's employees and independent contractors acknowledge that the Company will become the owner of the intellectual property rights in any work which is eligible for intellectual property rights and which is created by the above parties in the course and scope of providing services in terms of this agreement.
- 7.2 Insofar as it may be necessary, the Contractor cedes and assigns to the Company all intellectual property rights in any work created or executed by it in the course and scope of this consultancy and undertakes to procure that the Contractor's employees and independent contractors likewise cede and assign such intellectual property rights.
- 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 agreement.
- 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 agreement.
- 7.5 The Contractor undertakes to assist the Company to the best of its ability with any application which the Company may see fit to make for any form of intellectual property protection, whether in the form of a foreign or Rwandan patent or design right or otherwise, in respect of any concept, idea, process, method or technique which may be discovered by any of the affected parties in the course of performing services in terms of this agreement.
- 7.6 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.

8. Breach

- 8.1 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.

- 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 Company may suffer as a consequence of the performance by the Contractor of its services hereunder but this does not exclude liability for gross negligence and wilful misconduct.

9. Force Majeure

- 9.1 Either party shall be relieved of liability for the non-performance or defective performance of any of its obligations under this agreement caused by an act of force majeure, including but not limited to storms, floods, fires, earthquakes, other natural disasters, power failures, unavailability of equipment, strikes, lockouts, boycotts, and actions of the civil and military authorities, changes in laws, rules, regulations or orders which relate to the control or export or re-export of commodities or technical data.
- 9.2 A party subject to force majeure shall as soon as possible notify the other party in writing of the circumstances amounting to force majeure and shall provide an estimate (which shall be updated in writing from time to time) of when those circumstances are expected to cease to apply.
- 9.3 In conditions of force majeure, each party shall take all reasonable steps by whatever lawful means are available to resume all performance of the parties' obligations under this agreement as soon as reasonably possible and shall discuss with the other party ways and means to overcome such conditions.
- 9.4 If conditions of force majeure persist continuously in respect of a party for a period in excess of six months and have a material adverse effect on the other party, and the parties are within such period unable to reach written agreement on amendments to the relevant provisions of this agreement to take into account such conditions, the other party may terminate this agreement with immediate effect on written notice.

10. Miscellaneous Matters

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

10.1.1 in the case of the Company to:
Trinity Nyakabingo Mine Ltd
Northern Province
Shyorongi, Rulindo, Rwanda

Tel. + 250 791 345 409

- 10.1.2 in the case of the Contractor to:

Contractor's Physical Address

BARA CONSULTING LTD
17 Central Buildings, Market Place, Thirsk,
North Yorkshire, YO7 1HD, UK
Tel +44 7444 864046 .

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

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

10.1.3.2 on delivery, if delivered to the party's physical address in terms of either this sub-clause or the next sub-clause dealing with service of legal documents.

10.1.3.3 on despatch, if sent to the party's then telefax number and confirmed by registered letter posted no later than the next business day unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.

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

10.2 Entire Agreement

This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the agreement and the parties waive the right to rely on any alleged express provision not contained in the Agreement.

10.3 No representations

No party may rely on any representation which allegedly induced that party to enter into this agreement unless the representation is recorded in this agreement.

10.4 Variation, cancellation, and waiver

No contract varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

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

11. Resolution of Disputes

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

11.2 If the procedures under 10.1 fail to resolve the dispute within 30 days it shall be referred to senior executives of the parties who shall negotiate in a reasonable manner with a view to resolving the dispute.

11.3 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.

Signed at

for and on behalf of the Company on 12/09/2025 2025

Name Justin UWIRINGIYIMANA

Signature



Title

GM

(Who warrants that they are duly authorised)

Name

Jeane Samba

Signature

Title

Group Supply chain Manager

(Who warrants that they are duly authorised)

Signed at

for and on behalf of the Contractor on.....2025

Name

Signature

Title

(Who warrants that they are duly authorised)

**THE PROVISION TO NYAKABINGO OF TUNGSTEN
FEASIBILITY STUDY, PEER REVIEW, GAP ANALYSIS,
CO-ORDINATION AND REPORTING**

ANNEXURE "A"

SCOPE OF SERVICES

The scope will be split into 2 phases: **Phase 1:** CPR Review and Gap Analysis, and **Phase 2:** Feasibility Study Co-ordination, Review and Reporting.

Phase 1 – CPR Review and Gap Analysis

Task 1.0 Kickoff, Data Acquisition, and Review

A meeting will be held with the client to kickoff the work, and align scope and objectives. The Nyakabingo Competent Person's Report will be provided for review, and data room with supporting data set up and populated with documentation.

Task 2.0 Resources Review

Bara will undertake a review and validation of the most recent MRE for the project as generated by EY in 2025. This will include review of sampling, modelling, and estimation methodologies, including and validation of the MRE workflow and assumptions used in the estimate. Queries and issues identified will be raised as and if deemed appropriate to this stage of the study.

Task 3.0 CPR Review

The balance of the CPR will reviewed and commented upon in terms of sufficiency for public disclosure in compliance with e.g. JORC (2012).

Task 4.0 DFS Gap Analysis

A gap analysis will be undertaken on available data and documentation in order to assess Nyakabingo's readiness for completion of a Definitive Feasibility Study (DFS). This will include review of supporting geotechnical, geohydrological, metallurgical and geo-metallurgical data, the status of Environmental and Social aspects of the project against requirements for a JORC-compliant DFS. Recommendations for e.g. field programmes or interim stages of study will be made.

Phase 2- Feasibility Study Co-ordination, Review and Reporting

Task 1.0 DFS Kickoff and Data Acquisition

A meeting will be held with the client and associated study consultants to kickoff the work, and align scope and objectives. A data room will be set up, populated with documentation which will be reviewed for completeness. Additional data requests will be issued at this stage where required.

Task 2.0 Geology and Resources

Bara will coordinate with Trinity internal technical personnel Siobhan Joubert and Justin Uwiringiyimana in order to review the status of work, and aspects of geology and the resource estimates that are to be reported. Bara will also liaise with the resources QP Andrew Clay in order to carry through full resource disclosure, with sign-off to the final report.

Task 3.0 Reserves and Associated Mine Planning

Mine design work on the project has been undertaken already by Clive Brown of Bara's South African office. Clive will be the QP for mine design, mine scheduling and the declaration of Reserves on the project.

Task 4.0 Geotechnical and Geohydrological aspects

Geotechnical work by Quintin Grix of OHMS will be reviewed, and edited for inclusion in the Technical Report. Any gaps in geotechnical data, analysis or reporting will be flagged for follow-up by OHMS such that the report can be finalised with comprehensive geotechnical content required for FS levels of study.

Available geohydrological data and models including predicted mine inflows and drawdown will be reviewed for sufficiency. Gaps in geohydrological work, including field data, modelling, model outputs or geohydrological reporting will be flagged for discussion with Trinity in terms of how these should be addressed.

Task 5.0 Mine infrastructure and services

Designs for underground mine infrastructure and services provisions by Obsideo will be discussed with the responsible consultant, Louricus Taljaard. Ventilation, dewatering, electrical, maintenance, rescue and material handling provisions will be reviewed against requirements for the same. Any gaps and or outstanding capital project elements concerning these aspects will be identified. Ensuing content will be packaged up for inclusion in the Technical Report.

Task 6.0 Processing Review

Designs for the process plant by Obsideo will be discussed with the responsible consultant, Louricus Taljaard. Metallurgical testwork reports, plant design criteria, plant design and layout, as well as the envisaged performance of the plant (throughput, recovery and availability/utilization) in treating ROM from Nyakabingo, will be assessed, and summarised for reporting purposes.

Task 7.0 General surface infrastructure review

General surface infrastructure provisions including bulk electrical supply, bulk water supply, secondary supplies and distribution, mine and plant services, plus maintenance, stores, and offices/administration will be reviewed and assessed against requirements for an operation of this size and scale. Again, designs and associated reports as provided, will be packaged up and summarised for reporting purposes.

Task 8.0 Environmental and Social Review

The environmental and social context and status of the project will be reviewed and assessed in the context of current IFC requirements for publicly financed operations. Environmental aspects such as solid and liquid discharges, air pollution, noise and vibration, traffic and physical footprint will be assessed against those aspects as described in the mining permit and other permitting documentation. Social context including employment, as well as community benefits will be assessed in order to validate the ongoing social license for ongoing operations. Interpretations will be summarised and included in the Technical Report.

Task 9.0 Mine Closure Assessment

Requirements for mine closure as described in the documentation will be assessed against closure requirements as prescribed as well as recommended by the consultant in the context of the scope and scale of the operation.

Task 10.0 Costs, Market Assumptions, and Financial Modelling

Operating cost estimates, capital cost estimates, market pricing and volume assumptions, and the resulting financial model and project economic parameters (NPV, IRR, peak funding requirements, payback) will be examined and validated for reporting purposes.

*Task 11.0 Preliminary FS Report*Draft and Gap Analysis*

A preliminary Technical Report summarising the basis and outcomes of all relevant work programmes based on data and report provided by others will be produced. A summary gap analysis describing any identified gaps in underlying resource or field data, or the designs and reports from that data, will be prepared, including work programme specifications for addressing identified gaps. Proposals from existing consultants will be sought for the completion of reporting for the Nyakabingo FS.

Task 12.0 Report Deliverable

Subject to the completion of Task 11, a comprehensive and complete Technical Report, compliant with JORC (2012) will then be finalised, along with relevant appendices. QPs for the various source sections will be assembled for sign-off. Should identified gaps remain, Bara is able to summon suitable technical resources, including QPs for sign-off if required, for any aspect of the FS in order that reporting requirements can be met.

13.0 Site Visits

No site visit is planned for the review, however if Trinity requires it, a multi-disciplinary site visit, together with key Trinity personnel can be considered.

DURATION OF ENGAGEMENT

Based on our understanding, the work is proposed to be completed as follows:

- - CPR Review and Gap Analysis – 8 weeks
- - Gaps analysis and work programmes – t.b.c.
- - Coordination and preliminary FS compilation – 12-16 weeks
- - Draft Technical Report – 2 weeks from finalisation of gaps
- - Final Technical Report – 1 week from receipt of final comments from Trinity Metals

EXCLUSIONS

- Any detailed technical review or options analysis that may be considered outside of a remit of high- level review, co-ordination and reporting
- Validation of Mineral Resources beyond desktop data and report review.
- Study or engineering design work of any kind, including options analysis.
- Site visits are anticipated, however are not included in the cost of the work as proposed.
- Any work or item of cost not mentioned in this document.

**THE PROVISION TO NYAKABINGO OF TUNGSTEN
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ANNEXURE "B"

COST ESTIMATE

Task No	Project Task	GBP/h	Project Manager	Principals	Sub-Total
		GBP/h	130	120	
	Phase 1				
1.0	Project Kickoff and Data Acquisition		4	4	£1,000
2.0	Resources Review and Validation				
	Review sampling and estimation methodology		8	8	£2,000
	Review modelling and estimation			24	£2,880
	Estimate validation			16	£1,920
3.0	CPR Review				
	License, Tenure, Geology and Resources review			8	£960
	Mining review			8	£960
	Processing and Infrastructure			8	£960
	Financial Review and Reporting			8	£960
4.0	Gap Analysis and Recommendations				
	Analyse data and reporting gaps for DFS		8	8	£2,000
	Recommendations for work programmes and study stages		8		£1,040
	Phase 2				
1.0	Project Kickoff and Data Acquisition		4	4	£1,000
2.0	Resources Review		8	24	£3,920
3.0	Reserves and Associated mine planning			16	£1,920
4.0	Geotechnical and Geohydrological aspects		8	40	£5,840
5.0	Mine infrastructure and services			16	£1,920
6.0	Metallurgy & Processing		8	36	£5,360
7.0	Tailings and waste management			24	£2,880
8.0	General surface infrastructure			16	£1,920
9.0	Environmental, Social and Closure			32	£3,840

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ANNEXURE "C"

PROJECT TEAM

The Contractor reserves the right to nominate substitute Consultants as deemed in the best interests of the project at the time of commencement. A finalised project team will be confirmed with Trinity Metals prior to implementation.

○ **Dr. Andrew Bamber—Peer review lead and Principal Process Engineer**

Andrew is a qualified Professional Engineer with over 25 years' experience in mining and minerals processing in Southern Africa, the Americas, Australia and Asia. His involvement has ranged as an engineer at operations, through to development and detailed design of process solutions in a range of commodities including nickel, copper, chrome, gold and platinum.

He has extensive experience in process and process equipment design, plant design, cost estimation and project economics as well as project, construction, and operations management. Andrew has had extensive involvement in mining both at the consulting and R&D level, with specializations in the development and commercialization of innovative mining and process technologies. He has worked as a Consulting Engineer on prefeasibility and feasibility studies across several commodities and has contributed as lead engineer or project manager in the completion of major capital projects in chrome, nickel, lead-zinc and platinum on time and under budget. In 2009 he founded MineSense Technologies, a Vancouver-based mining technology company focused on the delivery of both bulk- and selective sensor-based sorting solutions to mining clients globally. Andrew joined Bara Consulting as Principal, Americas in 2017, and the UK office as MD in 2018 where he focuses on business development and delivery of mineral resource projects including due diligence, feasibility studies and engineering design work across multiple commodities and geographies.

○ **Galen White – Peer Review Lead and Principal Geological Consultant**

A geologist by background, Galen is an experienced mining, metals and minerals consultant with over 25 years' industry experience working on projects worldwide, of which the last 17 years have been spent in consulting. After graduating with a B.Sc. (Hons) Geology from Portsmouth University in 1996, Galen spent nearly a decade working in exploration and production roles in Australia for junior, mid-tier, and major mining companies before returning to the UK in 2005 to take up a position with ACA Howe Limited as Senior Consultant – Resource Geology. In 2008 he joined CSA Global as a Principal Resource Geologist before becoming UK Managing Director in 2012, EMEA Operations Manager in 2017 and Board Member from 2017 until the acquisition of CSA Global by ERM in 2019. Between 2019 and 2023 Galen held the role of Partner at ERM involved in project management, technical consulting and client account management, as well as serving as the chair and representative of the AusIMM in the UK. As Partner and Principal Consultant at Bara Consulting, Galen provides client advisory services, technical consulting, project evaluation and due diligence, project and study management and independent technical reporting and sign-off. He has specific expertise in the evaluation of Mineral Resources and a focus on the strong integration of geoscience into other technical disciplines, and adding sustainability and ESG focus areas to enhance project development and operational performance.

○ **Graeme Fulton – Principal Mining Engineer**

Graeme is a qualified mining engineer with over 40 years' experience in mining operations and projects. He has delivered at Principal Engineer and Senior Manager level in several roles including for 7 years as General Manager, Malaysia for Besra Mining, Consulting Mining Engineer for Mine Design Systems in New Zealand, and Senior Mining Engineer for AVMIN (Target Division) in South Africa. Additionally, he spent 3 years with Andersen Consulting undertaking system analysis and design as well as business and information system training. Experienced in both open pit and underground mine design and scheduling using DataMine Suite, Graeme specializes in several areas including geological modelling & evaluation, mine design and optimization, feasibility studies, costing and financial analysis, project planning, management and administration, as well as health and safety.

○ **Trevor Rangasamy –Principal Geotechnical Engineer**

Trevor has over 30 years' experience in rock mechanics and the geotechnical engineering aspects of projects in over 26 countries and on most continents. He previously practiced as a rock engineering specialist for various Mining Companies including AngloGold, Randfontein Estates and JCI, as well as for Consulting Companies including Itasca Africa and Groundwork. He also served as a researcher on several projects for the CSIR. Now MD and Principal Consultant for Middindi Consulting, Trevor has completed over 500 projects including internal technical reviews, forensic investigations, due diligences and technical studies. Technical work on studies including pre-feasibility and feasibility level projects is balanced equally between open pit and underground mining operations. He has practiced in all notable deposit styles and most mining methods, delivering analysis in non-linear plasticity-based numerical codes such as 3DEC, UDEC and FLAC; FLAC/SLOPE; kinematic assessments using stereographic projections; limit-equilibrium analysis; empirical assessments using RMR classifications; first-pass elasticity-based codes such as Minsim-W and Besol_MS and solving mine design and rock engineering problems using experience, numerical models and mathematics.

○ **Philippa Heaney – Principal Geohydrologist**

Philippa is a hydrogeologist with 30 years' experience in water resources management, groundwater and surface water management and environmental assessment for mining and minerals projects and operations. Her experience includes the design and management of mine water supply and dewatering systems; groundwater resource evaluation; water supply studies for private clients and industry; hydrogeological studies; water quality assessments; groundwater protection; and environmental impact assessment. Philippa is presently involved in projects throughout various stages of the mine life cycle ranging from scoping studies and feasibility studies through to mine operations and closure. She also specialises in due diligence reviews and technical audits and assessments. She has extensive international experience and has been involved in projects in Africa, Asia, Australia, Europe and the Middle East.

Dion Marais – Ventilation Engineer

Dion is a Ventilation Engineer with over 40 years experience in mine environmental control, occupational hygiene, and safety risk management. Originally a mine ventilation officer at the Harmony and Western Areas Gold Mines, he spent 10 years at the Chamber of Mines as a Technical Superintendent in ventilation system design, installation and operation. He spent 6 years at JCI Ltd as Group Ventilation Engineer, was awarded an MSc in Engineering from Wits in 1992, finally serving as Group Ventilation Consultant. Presently a director of Prysm Ventilation Services, he focuses on the design and evaluation of mine ventilation and refrigeration systems in Gold, Platinum and Base Metal Mines, utilizing VentSim® PumpSim® and VUMA 3D computer modelling programs for the design of main and section ventilation fans and associated HVAC services for mines.

○ **Franco Labuschagne – Principal Infrastructure and Services Engineer**

Franco is an accomplished Mechanical Project and Maintenance Engineer with over 10 years' heavy construction experience with companies including TDS Projects and AngloGold where he was involved across the entire project lifecycle from research, concept development and design, to final delivery. Experienced in major mining infrastructure design, installation and maintenance, including winders, refrigeration, ventilation, dewatering, compressors and material handling, Franco aims to provide project stakeholders with solutions that significantly impact their overall productivity. He has excellent interpersonal skills with a collaborative management style used successfully with large teams on major engineering projects. His natural inclination and understanding of mechanical components and equipment combined with his extensive software experience enables him to find practical solutions to highly technical challenges.

○ **Peter Theron –Principal Tailings Consultant**

Peter is a Principal Environmental and Civil Engineer with 32 years' experience, and is the founding partner and Managing Director of Prime Resources (Pty) Ltd. He has been involved in the auditing and due diligence process of tailings and environmental aspects of mines and mineral beneficiation operations globally for over 30 years. Peter started his career as a specialist geotechnical engineer and tailings dam designer, and later more broadly covering the technical aspects of tailings management, waste management and water management. Design and implementation of tailings and waste management facilities, environmental assessment, environmental and tailings audits and due diligence, as well as mine closure and rehabilitation design are Peter's main areas of specialisation. He has worked across most commodities including gold, uranium, platinum, chrome, nickel, manganese, iron ore, and lead/zinc, as well as diamonds, rare earths and vanadium. Prior to starting Prime Resources (Pty) Limited, Peter was a Partner at, and Director of, SRK Consulting Pty. Ltd.

○ **Andrew Nicholson – Principal Environmental Consultant**

Andrew has over 20 years' experience providing value-adding environmental, social and governance services to the mining and metals industry. Originally educated as a biologist and natural resource manager, he cemented his passion for the environment working as a game ranger and camp manager at various private lodges in the greater Kruger National Park as well as the Okavango Delta. After serving as General Manager of Blue Swallow Environmental in South Africa, he started his own consultancy, Umhlaba Environmental, in 2004. At Umhlaba he worked with a diverse array of specialists and other stakeholders undertaking environmental and social projects, across a range of commodities, for clients such as Rio Tinto and Sibanye-Stillwater. Having represented both mines and mining-affected communities in projects, and with experience throughout the mine lifecycle, he is considered an expert in stakeholder engagement. As Principal ESG consultant for Bara, Andrew has taken on those aspects for existing Bara Projects, as well as building a new service line in ESG investment compliance and assurance for resource projects.

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ANNEXURE "D"

WORK COMPLETION CERTIFICATE

ANNEXURE "D"
SITE WORKS & SERVICES WORK COMPLETION CERTIFICATE No:
MINE NAME:
DATE:

PROJECT TITLE		
PO/CONTRACT NO.		
NAME OF CONTRACTOR		
STATUS OF COMPLETION (%)		
GROSS INVOICE VALUE (INCLUDING VAT & WITHHOLDING TAXES)		
VAT – payable by Trinity Metals to Rwandan Revenue Authority		
WITHHOLDING TAX – payable by Trinity Metals to Rwandan Revenue Authority		
NET AMOUNT PAYABLE to International Contractor (EXCLUDING VAT & WITHHOLDING TAXES)		
Contract Value NET AMOUNT PAYABLE (EXCLUDING VAT & WITHHOLDING TAXES)		Contract Balance (PO/Contract Value minus Invoices)
Currency: USD	PO/Contract Value:	
Invoice No.	Amount:	
Invoice No.	Amount:	
Invoice No.	Amount:	
Invoice No.	Amount:	
Invoice No.	Amount:	

APPROVAL

DOA	NAME	DESIGNATION	SIGNATURE	DATE
MANDATORY: TRINITY PR HOD				
MANDATORY: MINE FINANCIAL MANAGER				
MANDATORY: GROUP SUPPLY CHAIN MANAGER				
GENERAL MANAGER (UP TO \$50k)				
COO (>\$50k to \$100k)				
CFO (>\$100k to \$250k)				
CEO (>\$250k to \$400k)				
MINE FINANCIAL MANAGER PAYMENT/TELEGRAPHIC TRANSFER	DATE PAID/BANK INSTRUCTED:	DATE TELEGRAPHIC TRANSFER:		AMOUNT: