



CONTRACT NO: 000002591

HUMAN RESOURCE DEVELOPMENT AND SKILLS TRAINING SYSTEMS DESIGN AND DELIVERY

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER 1

21 JULY 2025

FINANCIAL QUERIES TO: JEAN CLAUDE HABYARIMANA TEL: +250 782 653 686
TECHNICAL QUERIES TO : MARY ASHIMWE TEL: +250 783 313 104
COMMERCIAL QUERIES TO: JEOME SANDE TEL: +250 782 369 340

EMPLOYER:-

TRINITY NYAKABINGO MINE LIMITED
SHYORONGI, RULINDO,
NORTHERN PROVINCE,
RWANDA

CONTRACTOR:-

SML 4 CHANGE (PTY) LTD
PO BOX 20588
NOORDBRUG, POTCHEFSTROOM
NORTH WEST PROVINCE, SOUTH AFRICA

**REINSTATEMENT OF CONTRACT FOLLOWING FORCE MAJEURE EVENT
UPDATE OF DURATION, PROGRAMME, PAYMENT CLAUSE AND WORK COMPLETION CERTIFICATE**

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1.0 SCOPE OF AMENDMENT

On behalf and for account of the Employer, it is confirmed that the Conditions of Contract are hereby amended by the deletion of:

Clause 3. Duration and Termination

Clause 4. Fees and Invoices

Annexure "B" Programme

and the substitution therefore with the item 3 including the addition of the Work Completion Certificate herein.

2.0 AMENDMENT DATE

Notwithstanding the date hereof, the effective date of this Amendment shall be 3 June 2025, the date the Employer's Responsible person communicated the lifting of the Force Majeure event.

Except as herein provided, all other terms and conditions of the Services Contract remain unchanged.

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For and on behalf of:

TRINITY NYAKABINGO MINE LIMITED

Jesus Sanku
Name

[Signature]
Signature

Group Supply Chain Manager
Designation

23/07/2025
Date

JUSTIN UWIRINGIYIMANA
Name

[Signature]
Signature

GM
Designation

29/07/2025
Date



SML 4 CHANGE (PTY) LTD

CCE Muller
Name

[Signature]
Signature

.....
Designation
Director

.....
Date
12 August 2025

Rina Muller
Name

.....
Signature

.....
Designation

.....
Date



ITEM 3

3. Duration and Termination

The Contract shall commence on 8 October 2024 and will terminate 7 January 2026.

Extension of Contract term after 7 January 2026 will be subject to mutual agreement by the Parties and confirmed before the above Termination Date by an Official Amendment to the Contract.

Throughout the term of the Agreement, termination notice may be given in writing by one party to the other with 2 (two) calendar months' 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 all Taxes)

- 4.1.1 The Employer shall pay to the Contractor an Estimated Cost of US \$ 26 000 per calendar month for training and consulting services. The development of Standard Operating Procedures (SOP) will be contracted as per requirements and an estimated between 7 and 21 consulting days per month, combining of on-and-off site work, as per operational needs.
- 4.1.2 The fees shall be payable 16 days after date of invoice receipt and such invoice shall be accompanied by the Management Report for the Services carried out in the month of invoice.
- 4.1.3 Flight tickets to and from Rwanda originating from South Africa will be for the account of the Employer.
- 4.1.4 Accommodation, food and transport in Rwanda shall be provided by the Employer.
- 4.1.5 Printing costs of books, brochures and signage will be cost additional per program or project. An average rate per book will be included in the monthly invoice. From past programs the estimate is \$ 17 for printing per delegate per book.

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4.1.6 The Total Estimated Value for HRD and Consulting for 12 (twelve) months is US \$ 312 000.00 excluding all Taxes.

The Total Estimated Value as reflected herein is the total commitment in terms of this Contract and provided 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
- An increased commitment
- or
- To reflect the Final Total Price at the completion of the Contract.

4.2 Invoices and Statements

Invoices reflecting the Contract Number and accompanied with the Management Report for Work Undertaken and the Work Completion Certificate, Annexure "C", must be addressed to:

Trinity Nyakabingo Mine Ltd
Northern Province
Shyorongi, Rullindo,
Rwanda

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

and copied to the Company's Representative:
Mary Ashimwe, e-mail mary.ashimwe@trinity-metals.com

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ANNEXURE "B"

PROGRAMME

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Year (calendar date)	Wed 1st	Thu 2nd	Fri 3rd	Sat 4th	Sun 5th	Mon 6th	Tue 7th	Wed 8th	Thu 9th	Fri 10th	Sat 11th	Sun 12th	Mon 13th	Tue 14th	Wed 15th	Thu 16th	Fri 17th	Sat 18th	Sun 19th	Mon 20th	Tue 21st	Wed 22nd	Thu 23rd	Fri 24th	Sat 25th	Sun 26th	Mon 27th	Tue 28th	Wed 29th	Thu 30th	Fri 31st				
June 2025																																			
July 2025																																			
August 2025																																			
September 2025																																			

