



Terms and Conditions

THIS SERVICES CONTRACT is entered into as and in respect of:
Rutongo Mines Limited, 1 November 2023 "Effective Date"
Trinity Nyakabingo Mine Limited, 1 November 2023
Piran Rwanda Limited, 1 January 2024

Herein "the Clients"

And

RCS Global Rwanda Ltd. a company registered in Rwanda Tax Registration
118626084 organized and existing under the laws of Rwanda, located at Nyarugenge,
Nyarugenge, Umujyi wa Kigali, Rwanda, represented by Nicholas Garrett

Hererin "RCS"

NOW IT IS HEREBY AGREED as follows:

1. General

1.1 In these Conditions:

"Affiliates" means, with respect to any party, any other entity which directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party; Control for this purpose shall mean having a fifty percent (50%) or greater interest in the issued share capital of the other entity.

"Confidential Information" means any and all information (in whatever form) relating to the business of a disclosing party or of any of its Affiliates which is directly or indirectly, in whatever manner, whether before or after the Effective Date of this Contract, disclosed or made available to the receiving party or its representatives or to any of its Affiliates or to any other person at the request of the receiving party, pursuant to or in connection with this Contract provided always that this shall not apply to any information which:

- (1) is, at the date of disclosure, public knowledge (through no fault of the disclosing party); or
- (2) the receiving party or any of its Affiliates lawfully had in their possession prior to receipt of it from the other party; or



- (3) is required to be disclosed by law or any regulatory body to which the disclosing party is subject, or could reasonably be subject to; or
- (4) information which, after receipt thereof, becomes known to the receiving party through its independent activities or is otherwise lawfully acquired by the receiving party from other sources free of any obligation of confidence. In this case, the receiving party shall provide supporting evidence thereof upon request of any of the other parties;

"Contract" means the contract for the provision of the Services consisting of the Contract and these terms and conditions ("Conditions") contained in this PDF;

"Document" includes, in addition to any document in writing (whether electronic or in hard copy), any map, plan, graph, drawing or photograph, any film, plates, proofs, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data;

"Force Majeure" means any event that is beyond the reasonable control of the parties, such that it delays or prevents a party from carrying out part of all of its obligations under the terms of this Contract;

"Input Material" means any Documents or other materials, and any data or other information provided by The Clients to RCS in relation to the Services;

"Intellectual Property Rights" means any and all past and current patents, trademarks, service marks, trade name, domain name, registered design, decals, logos, get-up, design, copyrights, data basis and other forms of intellectual property or identifying materials, method of advertising and publicity, know-how, inventions, formulae, confidential or secret processes and information, computer programmes and software, and any other protected rights and assets, and any licenses and permissions in connection therewith (in any part of the world and whether or not registered or able to be registered and for the full period thereof and all extensions and renewals thereof and applications for registration thereof or otherwise in connection with the foregoing);

"Output Material" means Better Mining reports and data provided by RCS Global to the Client pursuant to the provision of the Services under this Contract. For the avoidance of doubt, it does not include any of the RCS input materials defined under RCS input materials.

"Proposal" means the document attached to these Conditions as Annex 1;

"RCS" means RCS Global Rwanda Limited, a company registered in Rwanda with Company Code 118626084 and whose registered office is at Nyarugenge, Nyarugenge, Umujyi wa Kigali, Republic of Rwanda; and

"RCS Input Material" means any documents or other materials, and any data or other information provided by RCS Global to The Clients in relation to the Services. This includes but is not limited to: the proposal in this contract, RCS suite of audit and assessment tools,



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including pre-audit questionnaire, audit report template, audit questionnaire, audit scoring methodologies, validation methodologies and third-party audit scoring methodologies, any training materials, any knowledge and any other RCS Global Group, RCS Global, Better Mining or RCS Vine branded document, RCS VINE (validated network) structure and connection and mapping tools.

"Services" mean the services to be provided by RCS to The Clients and referred to in the Annex 1 - Proposal.

1.2 The headings in these Conditions are for convenience only and shall not affect the interpretation of the Contract.

2. Supply of the Services

2.1 RCS shall provide the Services to the Clients subject to these Conditions. Any changes or additions to the Services or these Conditions must be agreed in writing between RCS and the Clients, signed by a duly authorised representative of both parties.

2.2 RCS shall perform the Services in accordance with good industry practice based on the principles set out by the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and any additional criteria agreed with The Clients, the scope of work mentioned in the Proposal and the terms of this Contract. If RCS fails to do so, RCS shall without additional compensation correct or revise any errors or deficiencies in the Services.

RCS represents that, for the purpose of delivering the Services, it has widely acknowledged expertise and experience in the relevant field, as well as the financial and human resources and the organisation necessary to perform the Services in accordance with the terms and conditions, deadlines and prices set forth in the Contract, with a very high level of service quality.

2.3 The Clients shall at their own expense supply RCS with any necessary Documents or other materials, and any necessary data or other information relating to the Services, within sufficient time to enable RCS to provide the Services in accordance with this Contract.


2.4 RCS shall ensure that the Input Material in its possession is kept safe, secure and confidential as applicable. RCS shall, during the term of this Contract and at its own expense, retain duplicate copies of all Input Material for the purpose of delivering the Services and insure against its accidental loss or damage.

2.5 RCS shall pay when due, in accordance with the terms of this Contract, all amounts incurred by RCS in performing the Services, including, without limitation, salaries, wages, payroll burdens and expenses. RCS shall make timely payment to all its personnel and subcontractors if any. RCS shall indemnify and hold the Clients harmless against any claim and/or actions brought by RCS's personnel or its subcontractors or any third party relating to any payment due to RCS's personnel or subcontractors.



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3. Subcontracting

RCS shall be entitled to sub-contract part of the Services under the Contract with the prior written approval of the Clients. In any case, RCS shall remain solely liable to the Employers for the performance of its obligations and those of its authorized subcontractors. RCS shall notify its subcontractors of the contents of these Conditions, as well as the content of the obligations it has undertaken towards the Clients.

4. Fees

4.1 The price for the Services and the scope agreed within the Proposal shall be all-inclusive, fixed but excluding VAT and other taxes and duties, including withholding taxes. For the avoidance of doubt, it includes all travel, accommodation, subsistence and incidental expenses incurred by RCS in the provision of the Services.

4.2 RCS shall submit invoices to the Clients according to the terms set out in **Annex 1 – Scope of Work** and clauses 4.1 and 5. All parties are expected to make best efforts to swiftly resolve any invoice disputes through direct engagement.

4.3 Where the Proposal provides for RCS to submit a written report or submission, the Fees (as set out in the Proposal) include one cycle of amendments to incorporate comments or queries from the Clients relating to the wording, style and presentation of findings. All deliverables are in electronic format.

5. Payment

5.1 The Client(s) will pay RCS on receipt of a corresponding invoice.

5.2 The project is quoted in \$USD

5.3 Payment will be made to RCS in RWF.

5.4 Conversion rate for \$USD to RWF will be based on National Bank of Rwanda average rate at the date of Invoicing/EBM.

5.5 Payment terms are 15 days from the date of invoice.

5.6 VAT will be added to the fees at the standard Rwandan VAT rate - 18%

5.7 If the Client(s) fails to make payment on the due date, subject to clause 4.2, RCS shall be entitled to:

- a) withhold deliverables;
- b) cancel or suspend any further delivery or supply of the Services and
- c) charge interest *prorata temporis* on the amount outstanding (both before and after any judgment), at the rate of 8% per annum until the outstanding amount is paid.

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6. Term and Termination

6.1 This Contract shall commence on the Effective Date and continue in full force and effect until each party has performed all of its obligations under it, unless terminated earlier in accordance 6.2 and/or at law.

6.2 From 31 December 2024, either party may terminate this contract with 60 days' notice by giving a written notice to the other party.

6.3 Either party may terminate this Contract with immediate effect by giving a written notice to the other party:

- a. if such other party is in breach of its obligations under this Contract, where such breach has been notified to the other party with an opportunity to remedy such breach within fifteen (15) days of the relevant notification and where such breach has not been remedied within that time. However, if during the said period of fifteen (15) days, the defaulting party remedies the breach, the notice of termination shall be deemed null and void.
 - b. if such other party assigns or attempts to assign any interest in this Contract without the other party's prior written consent;
 - c. if such other party becomes insolvent or go into liquidation or receivership or suspension of payment or are admitted to the benefit of any procedure for settlement of debts or are declared bankrupt; and
 - d. in as the circumstances set out in Article 12.
- b) Any termination for breach shall be without prejudice to any accrued rights and liabilities and to any obligations expressed to continue in force notwithstanding termination.

6.4 In the event of a material breach or repeated breaches of the anti-corruption provisions of this Contract, the Clients may either:

- a) require that RCS take the necessary remedial action in a reasonable time and inform the Clients of such action. If no remedial action is taken or if such remedial action is not possible, as the case may be, the Clients may, at its own discretion, either suspend or terminate the Contract after giving formal notice, or
- b) automatically terminate the Contract, at its own discretion, after giving formal notice,

without, in both cases, any compensation being owed to RCS, and without prejudice to any damages the Clients may be entitled to claim. The Clients shall give notice of such termination or suspension to RCS by certified mail, return receipt requested. The termination or the suspension shall be effective immediately, as of the date the letter sent by certified mail, return receipt requested, is first presented for delivery.



7. Warranties and Liability

7.1 RCS shall have no liability to Piran for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Clients which are incomplete, incorrect, inaccurate, illegible, out of sequence or arising from their late arrival or non-arrival, or any other fault of the Clients.

7.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.

7.3 Subject to clause 7.2, neither party shall be liable for (i) loss of profits; (ii) loss of sale or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; or (vii) indirect or consequential loss.

7.4 Subject to clause 7.2, each party's total liability to the other shall not exceed the amount that is two (2) times the total charges paid by the Clients under the Contract.

7.5 Any claims of the Clients in this respect shall lapse and be time barred 1 year after completion of delivery of the Services.

8. Copyright and Intellectual Property

8.1 Any Input Material provided by the Clients and any intellectual property rights attached thereto shall belong to the Clients.

8.2 RCS Input Material remains the property of RCS and, for the avoidance of doubt, it is not included in the rights assigned to the Clients under 8.3.

8.3 In consideration of the Fees paid by the Clients under this Contract, the Clients shall have a worldwide, non-exclusive, non-transferrable license to use the Output Material within its organisation.

8.4 Notwithstanding clause 8.3: (i) RCS shall retain the right to publish, present or otherwise use any ideas embodied in the Output Material or otherwise conceived by RCS in the performance of the Services provided RCS complies with the confidentiality provisions of this Contract; and (ii) RCS may use the Output Material and/or combine it with other information and use it in such a manner that it is not directly attributable to or associated with the Clients.

8.5 The Clients grant to RCS the right to use, on an anonymous basis, the data collected during the audit to generate useful tools for its mapping and audit program (supplier benchmarking, populate the RCS Vine digital supplier mapping platform).

8.6 Notwithstanding anything to the contrary and in any case, RCS shall indemnify and hold harmless the Clients and their Affiliates against claims and/or actions relating to the Output Material and its use and exploitation and in particular all claims and/or actions based on Intellectual Property Rights, which may be brought by third parties against the Clients. In



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this regard, after consulting with and obtaining the Clients' prior express written approval, RCS shall immediately take all necessary measures (i) to obtain the necessary assignments, license grants or authorizations from the holders of said Intellectual Property Rights and/or (ii) to modify the Output Material, so that the Clients can freely enjoy in the future the use and exploitation thereof without any trouble, being understood that the costs for such assignments, license grants, authorizations and/or modifications of the Output Material above mentioned shall be borne by RCS. In the event of any third-party claim, regardless of the result of the litigation, RCS shall, in addition, reimburse the amount of costs that the Clients and their Affiliates shall including those incurred in the defence of their interests, in particular in the event of lack or delay of RCS' action or where the interest of the Clients and their Affiliates requires rapid analysis and defence against such claim.

9. Confidentiality

9.1 Where the parties have executed RCS's Data Audit & Confidentiality Agreement ("DACA") the parties agree that the DACA shall prevail over any inconsistent provision of this Contract.

9.2 During the term of this Contract and for a period of 5 (five) years after the termination or expiration of this Contract, a party receiving Confidential Information shall not disclose any Confidential Information to any third party, except as permitted under the DACA or to its (i) Affiliates, (ii) employees and directors, the employees and directors of its Affiliates, (iii) subcontractors involved in the performance of this Contract, after receiving the express consent in writing of the disclosing party, and iv) its outside lawyers, accountants or auditing firms who have a need to know such Confidential Information, provided that (a) the scope of the disclosure of such Confidential Information is limited to the information which directly relates to the work of such receiving Party in relation to this Contract and (b) the receiving party has caused the person or company receiving such Confidential Information to fully abide by and comply with confidential obligations in respect of the Confidential Information that are no less extensive than those set out in this clause. All Confidential Information disclosed by a party to the other and all rights therein shall remain the property of the disclosing party. The other party will be entitled to use them for the sole purpose of fulfilling its obligations and exercising its rights under this Contract.

The party receiving Confidential Information shall take all the necessary measures to preserve the confidential nature of the Information. These measures may not be less than those taken to protect its own confidential information.

Upon expiration or termination of this Contract for any reason whatsoever, the Parties shall, at the request of the other party, return all and/or destroy the relevant Confidential Information with a written certification of the destruction by such party, including copies thereof to such other party.

9.3 The Clients undertakes not to disclose or discuss with any RCS sub-contractors or any other entity and its representatives any of the terms of this Contract including for the avoidance of doubt any Charges payable.



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10. Protocol with auditees

The project will follow the audit procedure outlined in the proposal. As part of the audit process, auditees will be presented with the option to agree that summary Output Material may be shared on the VINE platform in a manner not directly or indirectly associated with the Clients.

11. Publicity

11.1 RCS may disclose that the Clients are a Client of RCS. The Client may disclose that RCS is a service provider of the Client.

11.2 The Clients acknowledge and accept that RCS provides services similar to the Services to other Clients and nothing in these Conditions restricts RCS's rights to do so in any way. In addition, whilst RCS will act in accordance with its obligations under clause 8, such obligations shall not prevent RCS from utilising any contacts it may make whilst performing the Services for any purposes it thinks fit, including (but not limited to) providing services (whether similar to the Services or not) to such contacts and introducing contacts to third parties.

12. Force majeure

12.1 If a Force Majeure event occurs, the party affected thereby shall, as of the occurrence of the event, take the steps below. Failure to do so may deprive the party of the right to assert such force majeure event.

- Promptly give notice to the other party in writing, by email, confirmed by certified mail, return receipt requested, of the occurrence of the event and the circumstances giving rise to the Force Majeure event. The other party reserves the right to verify and confirm the truth of the facts asserted;
- State the estimated duration of the event;
- Inform the other party of the measures it has taken or intends to take to find an alternative solution.

If a force majeure event occurs, performance of the obligations affected by such Force Majeure event shall be suspended during the duration of such force majeure event and, thereafter, performance shall resume.

When notice of a Force Majeure event is given, the parties shall initiate discussions with a view to adopting appropriate measures in light of the circumstances.

12.2 If the Force Majeure event continues for more than 30 days, the party against which the force majeure event is asserted shall be entitled to automatically terminate the Contract or part of the Contract, if the Force Majeure event affects only part of the Services, by giving notice of termination to the party asserting the force majeure event, by certified mail, return receipt requested, without any obligation to pay compensation.

A party that asserts a Force Majeure event shall take all steps to reduce to the extent possible the prejudicial effects of such situation. However, each party shall bear all costs it incurs as a result of the occurrence of a force majeure event.



13. Anti-corruption

Within the scope of this Contract, RCS undertakes to and warrants that it complies and will comply, throughout the term of the Contract, with all laws and regulations regarding corruption and influence peddling, including but not limited to those applicable in France, the territories where the Services will be performed, the USA and the United Kingdom (the "Anti-corruption Laws").

Within the scope of this Contract, RCS represents and warrants that neither it, nor any of its directors, officers, employees, agents, consultants, or any third-party acting on its behalf (the "Connected Persons"), has made, offered, authorized, promised, solicited or accepted any payment, undertaking, gift, or any other advantage (the "Advantage") whether directly or through an intermediary for the use or the benefit of a public agent (as such term is defined by the Anti-corruption Laws) where the purpose of such Advantage is (i) to influence an act or a decision by said public agent; and/or (ii) to incite said public agent to perform or to refrain from performing an act, in violation of its lawful duty; (iii) to obtain an improper advantage; and/or (iv) to incite such public agent to use his/her real or supposed influence to obtain or to influence a decision by a public service, by any public body or company in which a state, or public legal entity is a shareholder or has an interest.

Within the scope of this Contract, RCS represents and warrants, that neither it nor any of its Connected Persons, has made, offered, authorized, promised, solicited or accepted any Advantage whether directly or through an intermediary for itself, its Connected Persons or any other person (other than a public agent), in particular in the context of a professional or social activity, a management position or while carrying out a professional activity for a natural or a legal person or for any other organization whatsoever, where the purpose of such Advantage is (i) to incite this person to perform or to refrain from performing an act in violation of his/her legal, contractual or professional obligations, and/or (ii) to incite this person to make or refrain from making a decision in violation of said obligations, and/or (iii) to obtain an improper advantage.

Within the scope of this Contract, RCS shall cause its employees and its subcontractors, if any, to comply with the obligations set forth above and to warrant the same under the terms of their agreements with their subcontractors, if any.

The preceding representations, warranties and obligations are considered material terms of this Contract by the Clients and RCS' full compliance in all respects with such terms is an essential component of its obligations under this Contract.

The parties agree that the Clients may, at its own expense, audit once a year, the manner in which RCS complies with the above anti-corruption provisions. Such audit shall be carried out by an external firm, subject to a confidentiality obligation, appointed by the Clients. It will be carried out in compliance with the rules governing trade secrets.

The Clients shall give RCS at least fifteen (15) calendar days' prior written notice of its intention to carry out an audit.



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For the purpose of the audit, RCS undertakes to cooperate fully, without reservation and in good faith in particular by granting the external firm appointed by the Clients access to all documents, tools and resources necessary to the audit (such audit being limited to the respect of the anti-corruption provisions in this contract limited to the scope of the project governed by this contract), it being agreed that any information obtained shall not be used for any purpose other than the corruption audit.

In the event the audit report reveals RCS' non-compliance with its obligations, RCS shall, pursuant to an action plan, implement at its own expense the corrective measures necessary to cure such non-conformities within a period of thirty (30) calendar days from the date the audit report is delivered.

If RCS fails to propose a satisfactory action plan or fails to cure the non-conformities within the agreed upon period, the Clients shall be entitled to terminate or suspend the Agreement in accordance with the terms and conditions of the "Termination" clause. In such case, no compensation shall be owed by the Clients.

14. Governing law and arbitration

Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in London under the Rules of Arbitration of the London Court of International Arbitration, which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat or legal place of the arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the Contract shall be that of England and Wales.

15. General

15.1 Any notice or notification to be given by any party to any other party may be delivered by courier or e-mail addressed in each case to the relevant party at its address specified in the Contract (or such other address as such party may notify in writing from time to time for this purpose).

15.2 The Proposal, these Conditions constitute the entire Contract and understanding of the parties and supersede all prior oral or written contracts, understandings or arrangements between them (except in relation to fraudulent misrepresentation). No change may be made to these Conditions except in writing, signed by duly authorised representatives of both parties.

15.3 In the event of any conflict between the documents constituting the Contract, the proposal takes precedence, followed by these Conditions.

15.4 RCS's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Clients in writing.

15.5 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of the subsequent breach of the same or any other provision.



15.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected.

15.7 The Contract is personal to the parties and may only be assigned with the prior written consent of the other party.

15.8 All written communications from RCS to the Clients shall be in English and all calculations shall be based on the metric system of weights and measures unless otherwise agreed.

15.9 No variation of or amendment to any of the terms of this Contract shall be effective unless in writing and signed by the representatives of each of the Parties authorised in this behalf.

15.10 This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic execution via PDF format shall be equivalent for all purposes to physical execution.

15.11 The terms and conditions of sections 7, 8 and 9 shall survive the expiration or termination of this Contract.

15.12 This Contract shall not be construed to create any association, partnership, joint venture or employee relationship between RCS and the Clients for any purpose.



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ANNEX 1 – SCOPE OF WORK

1. CONTRACT SUMMARY

Implementing firm	<p>RCS Global Group Address: 7 Wornal Park, Menmarsh Road, Worminghall, P18 9PH, United Kingdom contact@rcsglobal.com</p> <p>Contact Person: Emmanuel Ngueyanouba Contact Phone: +243 811 775 930 Email: emmanuel.ngueyanouba@rcsglobal.com</p>
Title of Contract	RCS Full-Service Proposal Responsible Sourcing Upstream Assurance Services
Type of Contract	Implementation of Upstream Assurance Mechanism (UAM) Services
Receiving Firm	Piran Rwanda Ltd. Trinity Nyakabingo Mine Ltd and Rutongo Mines Ltd
Implementation regions	Republic of Rwanda
Onsite Locations	Piran's Individual Mine Sites
Brief Program Description	<p>RCS Global Group ("RCS") will implement a system to enable Piran to export tin and tantalum from the Republic of Rwanda in compliance with the provisions of the Dodd Frank Act Section 1502 and the Responsible Minerals Initiative's (RMI) responsible sourcing requirements.</p> <p>RCS Global implements an RMI accredited Upstream Mechanism: Better Mining. The Better Mining process includes the following three work programs:</p> <ol style="list-style-type: none"> 1) On the ground assessment of supply chain from mine to exporter. 2) Better Mining Due Diligence and Monitoring implementation 3) RCS TRACE Digital Supply Chain Traceability implementation <p>The assessment scope is:</p> <ol style="list-style-type: none"> 1) The OECD Due Diligence Guidance, v3 <p>Supporting Information:</p> <ul style="list-style-type: none"> • Piran is a subsidiary of Trinity Metals Ltd. • Piran is focused on developing tin and tungsten projects in Rwanda.



Program Deliverables	<p>Phase 1: Piran Rwanda Ltd only, Onboarding Supply Chain Assessment (SCA)</p> <ol style="list-style-type: none"> 1) Kick-off meeting with Piran 2) Desk-based review of prior assessments or supporting documentation 3) On the ground mine and supply chain site assessments 4) Document review in country 5) Local stakeholder interviews 6) Supply Chain Assessment report (English) 7) Baseline Corrective Action Plan per mine site for Piran based on the identified risks / gaps. 8) Closing meeting with Piran. <p>Phase 2: Piran Rwanda Ltd only, Better Mining Due Diligence and Monitoring implementation</p> <ol style="list-style-type: none"> 1) Better Mining Field Monitoring implementation. 2) Ongoing due diligence data collection. 3) Continuous monthly risk management recommendations at site. 4) Per shipment risk reporting to Piran. 5) Cooperation in risk management with Piran when material risks occur. <p>Phase 3: Piran's RCS TRACE Digital Supply Chain Traceability implementation</p> <ol style="list-style-type: none"> 1) RCS TRACE digital traceability design adapted to supply chain 2) Traceability implementation
Estimated Timeline	Piran Rwanda Limited 23 October 2023 – ongoing Trinity Nyakabingo Mine Ltd and Rutongo Mines Ltd, the Effective Date
Budget	<p>Piran Rwanda Ltd 5,000 USD/month from 1 January 2024 Trinity Nyakabingo Ltd 7,500 USD/month from 1 November 2023 Rutongo Mines Ltd 7,500 USD/month from 1 November 2023</p> <p>Tax not included in above quotation.</p>

2. ASSESSMENT SCOPE

Based on the information received by RCS from Piran, RCS has determined the following scope:

Facility Type	Location	Material
Mine Sites	Piran	Tantalum and tin
Exporter	Piran	Tantalum and tin

Item	Number
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Approximate monthly production	MT Tin MT Tantalum
Approximate number of artisanal workers (operator)	Est.
Approximate number of employees (exporter)	Est.

RCS Global reserves the right to adjust the timeline and fee schedule if the final verification scope of the assessment is significantly different from the above information. The initial assessment period will be for eight weeks, starting from a date agreed upon with Piran during the kick-off meeting. All onsite activities will be carried out in English language, unless otherwise agreed upon with Piran. The final report and deliverables will be provided in English.

3. Program objective

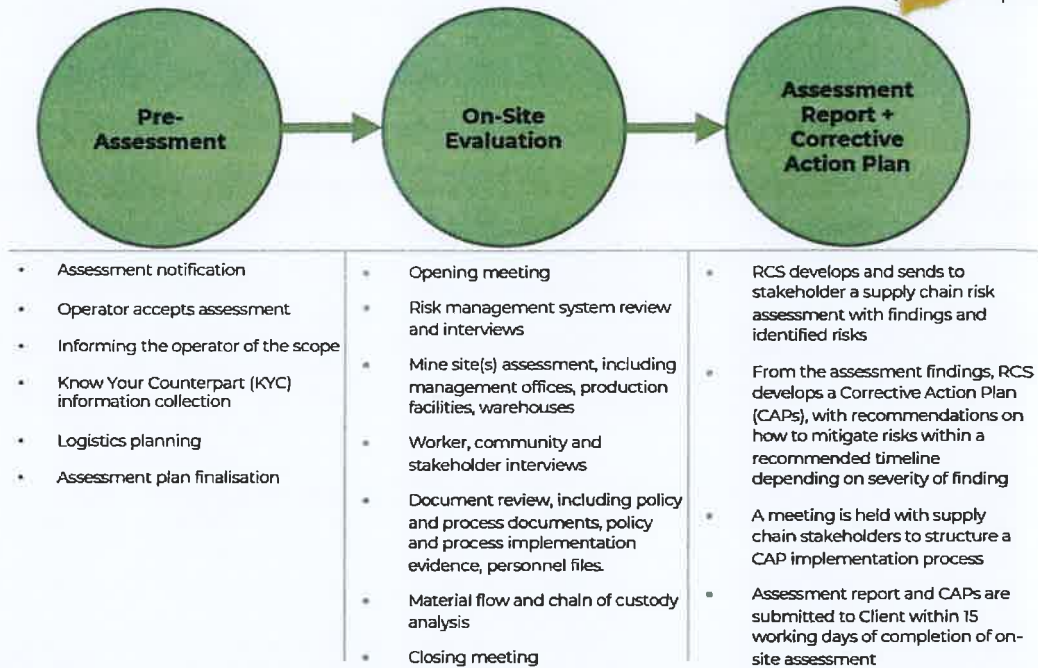
The objective is to implement RCS Global's Better Mining and RCS Trace services on Piran's current operational mining footprint at the Piran mine site and consequential supply chain through three pillars:

1. RCS Global **Supply Chain Assessment** (hereinafter referred to as "SCA")
2. Better Mining **Due Diligence and Monitoring**
3. RCS TRACE **Digital Traceability** implementation

3.1 RCS Global Supply Chain Assessment (SCA)

The SCA serves to assess whether the supply chain conforms with the requirements as set out in the OECD Due Diligence Guidance (OECD DD Guidance) for Responsible Supply Chains of Minerals from Conflict Affected and High-Risk Areas (CAHRAs). The SCA includes a Know Your Counterparty (KYC) verification, due diligence documentation collection, on-site assessments of the mine sites from which materials are expected to be sourced, as well as an analysis of OECD Annex II risk context and local governance of the area surrounding those mine sites.





3.1.1. Supply Chain Assessment Phases

3.1.1.1. Phase 1: Pre-Assessment (Desk-based)

In preparation for the assessment, RCS will review provided information pertaining to Piran's practices including, but not limited to existing prior assessment reports, any shared documents by Piran and existing public information.

Based on the pre-assessment information, RCS will review and reconfirm the scope and assessment schedule. Piran will be asked to review the proposed schedule for assessment activities in the assessment plan to ensure availability of all key personnel and accessibility to all required areas and documentation.

3.1.1.2. Phase 2: Independent Site Assessments (Onsite)

Opening Meeting

RCS Global will review with Piran the purpose of the evaluation, confirm the evaluation schedule, the scope and methodology and address any questions or concerns.

In addition, the opening meeting also serves to:

- Review and evaluate all existing documentation supporting the legality and legitimacy of mining operations.



- Review and evaluate mining operations and processes.
- Review and evaluate internal management systems.
- Confirm type of operations on site where materials are processed.

Objective Evidence Review, by means of:

A) Visual Observation

A complete walkthrough of the mine site, mineral treatment area, work and living areas (as applicable) of the operator's business operations will be completed. The assessment covers all areas that fall under the direct control of the mining operator and exporter, such as production areas, production buildings or stores, warehouses, or canteens. The walkthrough shall take place in the presence of an operator representative.

B) Interviews with management, Contractors, employees, and local stakeholders

RCS will conduct interviews with management at executive and functional levels, including all heads of departments involved in activities or tasks within the scope of each assessment. In addition, the auditor or assessment team will request employees or cooperative members and stakeholders to be interviewed and sampled from various processes, including, but not limited to:

- Material extraction
- Material treatment
- Trading of materials
- Mining operator structure
- Production area
- Any other persons involved in activities or tasks within the scope of the assessment, e.g.:
- State services with a present on or near site and an active role on the site or supply chain
- Other stakeholders with a vested or specific interest in the site or supply chain

The RCS team may conduct additional interviews, or additional shortened 'spot interviews' if potential assessment trails require further investigation.

C) Documentation review

RCS Global will ask to review documentation with a view to gather objective evidence regarding the Piran's compliance with requirements of the OECD DD Guidance. Documents requested will cover the entire evaluation period and relate to all areas covered by the Standards which are deemed in scope.

RCS will review any documentation supporting the existence, communication and implementation of systems, policies, procedures, and practices in relation to the assessment standards. Documents may be provided for review in paper or electronic format. The covered types of documents include, but are not limited to:

- Documentation on the Operator's Supply Chain Management Systems
- Documentation on the Operator's Due Diligence Measures
- Documentation on the Operator's Transactions



- Documentation on the Operator's policies and procedures
- Documentation on supporting documentation for evidence of policies and procedures that inform the implementation of the OECD DD Guidance.

The Assessment will also include risk-based sampling of records and data that considers materiality; inherent risks; control risks; and detection risks, and stakeholder interviews with local communities, NGOs, community organisations, upstream supply chain actors, and government entities (as appropriate).

(NB: this will be discussed in greater detail with Piran in Phase 1 of the assignment to ensure relevant arrangements can be put in place for the on-site visit).

Closing meeting

At the end of assessment, a closing meeting will be held with the exporter and operator's management team to present any inconsistencies found in the reviewed policies and procedures that were found during the assessment and discuss next steps.

3.1.1.3 Phase 3: Reporting

RCS Global will develop one assessment report in English within 15 working days of the completion of the on-site assessment.

Corrective Action Plan

Corrective Action Plans (hereafter "CAPs") for Piran and Operator are based on the finding results from the SCA. The aim of this section is to make sure that the exporter and operator become conformant with the requirements specified by the OECD DD Guidance.

When the recorded findings result in either *non*, *partial*, or *full conformance*s, these identified risks will be inserted in the designated section of the CAP section, alongside suggested corrective actions targeted to mitigate identified risks across the supply chain.

Each concession will receive a separate baseline CAP.

3.2. Better Mining Due Diligence and Monitoring

Once the initial assessment is complete Piran and RCS Global will make an informed decision whether to move ahead with the implementation of the Better Mining Monitoring and Due Diligence process.

Better Mining is an RMI-accredited mineral-agnostic upstream assurance mechanism (UAM) and improvement program implemented by RCS Global Group. It provides independent, third-party monitoring on ASM sites to generate incidents and risk data in alignment with global responsible sourcing requirements. This data is transformed into Corrective Action Plans (CAPs) with the intent to drive ASM site improvement. CAPs are recommended to local stakeholders for implementation. Implementation progress is further monitored and externally reported on by Better Mining.

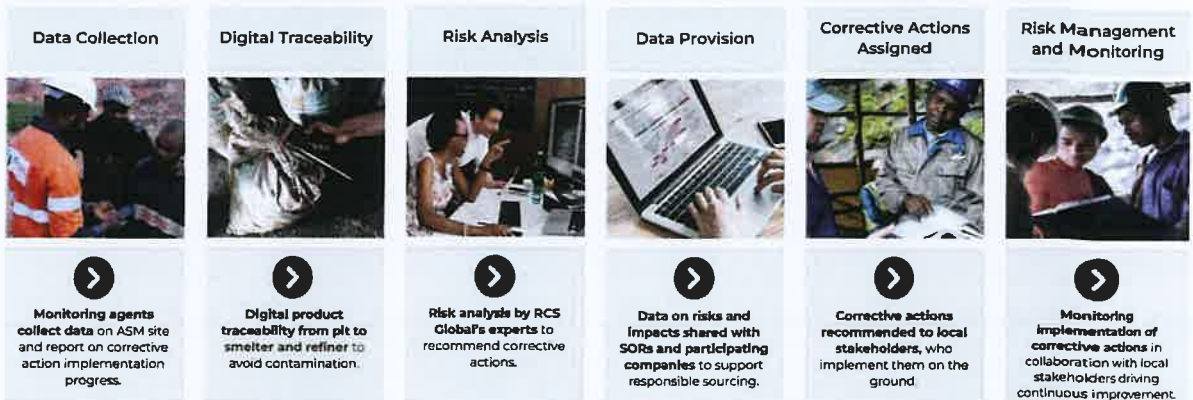


Image 1: RCS Global's Upstream Assurance Mechanism at work.

Better Mining helps midstream companies, like Piran, identify and conduct due diligence on the ASM mine sites in their supply chains, offering assurance to enable access to the market for ASM operators and exporters who conform with responsible sourcing requirements.

3.2.1. Mine Site Monitoring

Implementing Better Mining will see the deployment of a minimum of one RCS Global field agent per chosen mine site, who is tasked with recording monitoring data from in-person observation and from third party and local stakeholder information sources in RCS Global's smartphone application. (Permanent presence and number of monitoring agents will be subject to site assessment results, such as size, production, level of security and access of the supply chain in scope).

RCS Global field agents are deployed daily on the mine site to observe, identify, and record any incidents which occur on the mine site and the local community which is directly or indirectly implicated in the supply chain.

Our incident monitoring approach has been developed to demonstrate conformance with international responsible sourcing requirements, allowing supply chain actors to know whether sourcing activities are free from conflict, human and labour rights abuses, and unacceptable health and safety hazards.

3.2.2. Continuous risk management

Incidents and/or risks discovered during monitoring or traceability are assigned a risk level and corrective actions recommendations submitted to the supply chain actors on a monthly basis. These actors include, but are not limited to, mining operators, local community, exporters, trade unions and government authorities.

Progress against these CAPs is evaluated with the supply chain actors on a regular basis. Continuous improvement is assessed against the CAPs including findings from the SCA before RCS is in capacity to provide a Statement of Conformance to a future export.



CAPs are designed and created by a dedicated team, with a specific tailoring to the dynamics of the supply chain and implicated stakeholders, such as the mining operators, off takers, local authorities, as well as the community. The risk mitigation actions are designed to reduce the risk levels identified in the supply chain as well as to build local capacity in conforming to local, national, and international standards of responsible sourcing.

3.2.3. RISK REPORTING

Ongoing incident collection and risk management **reporting will be regularly shared via a secure sharing platform** accessible to concerned supply chain actors and RCS Global. These will also be reported and allocated to each received shipment in order to ensure a responsibly sourced commercial partnership between Piran and its clients. This reporting is part of the expected requirements of responsible sourcing of minerals from Conflict-Affected or High-Risk Areas (CAHRAs).

As an accredited Upstream Assurance Mechanism, Better Mining's incident and risk mitigation services provide Piran the assurance that the OECD Guidance's Step 2 and 3 are fully implemented on the supply chain to identify and mitigate risks, in conformance with the requirements of the RMAP Standard.

3.3. RCS TRACE digital traceability implementation

RCS provides digital traceability solutions to trace and record mineral flow from the mine site to the receiving smelter. RCS TRACE supports upstream and downstream clients in conforming with the OECD Five-Step Framework that requires transparency over the mineral supply chain, certifying a legitimate point of origin and **RCS TRACE provides bespoke and adapted digital traceability solutions to individual supply chains, protecting against smuggling of minerals and supply chain contamination.**

The traceability data points are designed uniquely for the concerned supply chain and its dynamics, and adaptable to any changes which may incur. The result is an integrated dataset and integrated data management and reporting capability that combines digital traceability data with digital mine site monitoring data. **Success from adapted digital traceability systems can be seen from our current private mining operators with whom we partner.**



Traceability data is collected via RCS Global's smartphone application. This enables RCS Global to custom tailor the recorded data points to the specific needs of the project, and deploy these in a cost-effective manner on smartphones at the locations where we work. **Data can be collected offline**, and when the smartphone returns to an internet connection, data is synchronised immediately and is available for further processing.



4. Budget

Item	Description	Unit price
Phase 1: Better Mining Supply Chain Assessment (Mine site + exporter assessment)	Risk assessment of mine site with initial risk mitigation plan (CAP)	Included.
Phase 2: Better Mining Due Diligence and Monitoring	On-site monitoring Ongoing risk management activities Risk reporting Support towards exports conformance	5,000 USD / month, payable in advance of the month.
Phase 3: RCS TRACE Digital upstream traceability	Bespoke digital traceability system On-site support to digital traceability activities	Included in Phase 2.

RCS Global charges fixed rates for our deliverables. Work is spread between RCS' team members to provide best value for Piran and ensure we achieve high standards. The work will be carried out by our core staff to ensure no dilution of expertise.

RCS reserves the right to adjust the fee in the following instances:

1. The number of onsite days must be adjusted.
2. The scope of the implementation is expanded to cover more than one (1) location.
3. The size and / or complexity of the company's supply chain requires increased time.



4. The size and / or complexity of the company's supply chain requires increased on-site time to complete the assessment.

5. proposed Timeline

Objectives	Status	Estimated date of implementation
Phase 1: Supply Chain Assessment		October 2023
1. Desk-based KYC completed by mining operator and offtaker	Deliverable	October 2023
2. RCS internal due diligence procedure (desk-based)	Deliverable	October 2023
On-site Assessment		October 2023
3. Mine Site Assessment	On-Site Visit	October 2023
4. Stakeholder (exporter and mining operator) assessment	Objective	October 2023
Reporting		November 2023
5. Report writing based on findings	Objective	November 2023
6. Quality assurance review	Objective	November 2023
7. Delivery of SCA report in English	Deliverable	November 2023
8. Virtual meeting with Piran on findings and proposed CAP	Deliverable	November 2023
9. Agreement on next steps and signature of CAP	Milestone	November 2023



Phase 2: Due Diligence and Monitoring		December 2023 ongoing
10. Insertion of Project Piran in RCS Digital Platform	Deliverable	December 2023
10. Onboarding of RCS monitor on site	Milestone	December 2023
11. Introduction workshop to mining community on RCS Global and Better Mining's objectives	Deliverable	December 2023
12. Initiation of data collection and incident recording	Ongoing	December 2023
13. First month incident sharing + risk analysis	Deliverable	January 2024
14. First Monthly Corrective Action plan meeting based on incident findings	Deliverable	January 2024
15. Ongoing Due Diligence and Monitoring Established	Milestone	January 2024
Phase 3: RCS Trace		December 2023
16. Chain of custody and mineral flow assessment	Objective	December 2023
17. Digital Traceability design for the concerned supply chain	Deliverable	December 2023
18. Traceability Implementation workshop to stakeholders and Piran	Deliverable	December 2023
19. Traceability launch on supply chain	Objective	January 2024
20. Export preparation with Piran	Deliverable	January 2024
21. First export with full traceability report delivered	Milestone / deliverable	January 2024



7. ABOUT RCS GLOBAL GROUP

RCS Global Group is the global market leader in responsible sourcing of raw materials assessment and advisory. We offer our global clients full source to store assurance services covering production, trade, and transformation. RCS Global has an established team of 100+ employees stationed at each critical stage of the supply chain, with local presence in China, Democratic Republic of Congo, Germany, Mexico, Rwanda, United Kingdom, and the United States.

In 2022, RCS Global Group was acquired by SLR (www.slrconsulting.com), a global environmental services and technology group, with 2,500 employees in over 100 countries.

RCS Global's expert auditors value the quality of our assessments and the depth of the learning experience during the process, and work with clients to flexibly define assessment criteria utilising a risk-based approach, ensuring compliance expectations are met or exceeded.

RCS Global is an accredited assessment body and trusted partner for all relevant responsible sourcing industry programs, and certified for assessment for copper, cobalt, 3TG, silver, platinum group metals and coloured gemstones. RCS Global is an accredited assessment body for the Responsible Jewellery Council (RJC), the London Bullion Market Association (LBMA), Copper Mark, London Metal Exchange (LME), IPSA, and The Responsible Minerals Initiative's Downstream Assessment Program (DAP) and Responsible Minerals Assurance Process (RMAP).