



## Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "**Agreement**"), is made and entered into by and between:

1. **Trinity Metals Limited**, a company registered in the British Virgin Islands (BVI) whose address is at Arias, Fabrega & Fabrega Trust Co. BVI Limited, 325 Waterford Drive, Omar Hodge Building, 2nd Floor, Road Town, Tortola, British Virgin Islands, with operations in the Republic of Rwanda (hereinafter referred to as "**Trinity**").

and

2. **Hyperlink Networks Ltd**, whose address is Rwanda-Kigali-Nyarugenge –Yyussa Plaza (hereinafter referred to as "**Hyperlink**"),

altogether referred to as the "**Parties**" and each a "**Party**".

### RECITALS:

- A. The Parties wish to disclose to each other certain Confidential Information in relation to the Approved Purpose.
- B. The Parties have agreed to disclose to each other certain Confidential Information on the condition that they enter into this Agreement to protect the confidential nature of the information of the Parties, including subsidiaries and their various stakeholders.

### 1. DEFINITIONS

**Affiliate** means, with respect to either Party, any person that is directly or indirectly Controlling, Controlled by or under the common Control with such Party, where "**Control**" (and its derivative terms) means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities by contract or otherwise.

**Approved Purpose** means **provisions of logistics services**.

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in the British Virgin Islands or London are open for business.

**Confidential Information**: means:

- (a) any information and data of any nature relating to the Discloser and/or any member of its Group including, financial, technical, scientific, geological, geochemical, geotechnical and geophysical information, data, notes, drawings, charts, graphs, results, analyses and interpretations (whether in oral, written, electronic or other form) which is disclosed by or on behalf of the Discloser to the Recipient or any of its Representatives to Recipient by or on behalf of Discloser or any of its Affiliates (whether before or after the date of this Agreement);
- (b) the fact that discussions and negotiations are taking place concerning the Potential Transaction and the status of those discussions and negotiations or any transactions relating to the Potential Transaction;
- (c) the terms of this Agreement; and
- (d) any Material or other information or analysis derived from Confidential Information, but does not include any information or data that:
  - (i) Recipient can prove by contemporaneous written documentation was already lawfully known to it prior

- to entry into this Agreement;
- (ii) it is or becomes generally available to the public other than as a result of a breach of this Agreement or of any obligation of confidence by Recipient or its Representatives;
  - (iii) was available to the Recipient on a non-confidential basis prior to disclosure by or on behalf of the Discloser;
  - (iv) information which Recipient can prove by contemporaneous written documentation was provided to it after entry into this Agreement by a third person legally entitled to possess the information and provide it to Recipient, if that information is used, disclosed or otherwise dealt with in accordance with the rights or permission lawfully granted to Recipient by that third person; or
  - (v) the Discloser agrees in writing is not confidential or may be disclosed.

**Discloser** means a Party disclosing (either itself or through its Representatives) Confidential Information relating to such Party or its Group.

**Group** means, with respect to either Party, such Party together with its Affiliates, and “**Group Company**” means any of them.

**Material** means any material containing, derived or based from (whether in whole or in part) or relating in any way to any Confidential Information and includes all documents, notes, memoranda, reports, models, computer media, prototypes and other materials, and all copies thereof.

**Potential Transaction** means a possible investment in, or the acquisition of, Trinity through a joint venture vehicle or otherwise.

**Recipient** means a Party receiving (either itself or through its Representatives) Confidential Information.

**Representatives** shall include, with respect to a Party:

- (a) a director, officer, employee, agent, adviser, consultant and other representative of such Party;
- (b) such Party’s Affiliates;
- (c) any existing investor or shareholder (directly or indirectly) in such Party as at the date of this Agreement;
- (d) any provider (or prospective provider) of finance to such Party or any of its Affiliates in connection with the Potential Transaction;
- (e) any broker, agent, insurer or other provider (or prospective provider) of warranty and indemnity insurance to such Party or any of its Affiliates in connection with the Potential Transaction; and
- (f) a director, employee, partner, agent, officer, consultant, adviser and other representative of each person referred to in (b) to (e) above.

## **2. DISCLOSURE**

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### **2.1 Disclosure for Approved Purpose**

In consideration of Recipient’s agreement to the terms of this Agreement, Discloser shall provide to Recipient Confidential Information for the Approved Purpose.

### **2.2 No obligation to disclose**

Nothing in this Agreement obliges Discloser to disclose to Recipient any particular information. Discloser has an absolute discretion as to the information (if any) that it chooses to disclose to Recipient.

### **2.3 No obligation to deal**

The execution and delivery of this Agreement by each Party does not obligate either Party to enter into any other contractual arrangement or to commence or continue negotiations in relation to the Potential Transaction.

### **3. OBLIGATION OF CONFIDENCE**

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#### **3.1 Undertaking**

Recipient shall hold all Confidential Information in strict confidence and shall, and shall direct that its Representatives shall:

- (a) not disclose or make available the Confidential Information in whole or in part (including any opinion about the Confidential Information) to any person except as permitted by this Agreement or with the prior written consent of Discloser;
- (b) not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and
- (c) apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

#### **3.2 Permitted disclosure**

Recipient may disclose Confidential Information to any of its Representatives (and their Representatives), provided the Confidential Information is disclosed only to the minimum number of persons required to achieve the Approved Purpose and:

- (a) each of them is only given so much of the Confidential Information as is required to achieve the Approved Purpose;
- (b) before the disclosure, Recipient explains to that person the confidential nature of the information and the restrictions on disclosure of that information as imposed by this Agreement; and
- (c) Recipient uses its best endeavours to ensure that those persons comply with the provisions of this Agreement (which shall, in the case of agents, advisers and consultants, include entry into confidentiality deeds in favour of the Discloser on terms that are no less onerous than those in this Agreement).

Recipient shall maintain a list of persons to whom the Confidential Information has been disclosed and shall promptly provide a copy of that list (and any changes made to it) to Discloser on request.

#### **3.3 Approved Purpose**

Recipient shall not use, or cause or permit to be used, the Confidential Information for any purpose other than the Approved Purpose.

#### **3.4 Copies or duplicates**

Recipient shall not copy or otherwise record or reproduce any of the Confidential Information except:

- (a) to the extent necessary to achieve the Approved Purpose or to provide a reasonable number of copies to the persons to whom disclosure is made in accordance with clause 3.2; or
- (b) with the prior written consent of Discloser.

#### **3.5 Notes or memoranda**

Recipient must not make, or permit or cause to be made, any notes or memoranda based on or relating to any of the Confidential Information for any purpose other than the Approved Purpose.

#### **3.6 Responsibility for acts of Representatives**

Without limiting the obligations and responsibilities of Recipient under this Agreement or otherwise, Recipient is liable to Discloser for any misuse (including unauthorised disclosure) of the Confidential Information by any of its Representatives (and their Representatives).

## **4. PERMITTED DISCLOSURE**

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### **4.1 Disclosure required by law, legally binding order or rule**

Notwithstanding any other provision of this Agreement, Recipient may disclose Confidential Information (but only to the extent required) in order to comply with any applicable law, rule or regulation or legally binding order or requirement of any court, government authority or regulatory or judicial body, or any stock exchange (together, being “Law”), in each case to which the Recipient or its relevant Representative is subject.

### **4.2 Notice**

Before any disclosure in reliance on clause 4.1, the Recipient must:

- (a) to the extent it is reasonably practicable and legally permitted to do so, notify Discloser, giving full details of the circumstances of the proposed disclosure and of the relevant information to be disclosed;
- (b) (to the maximum extent permitted by law) give Discloser a reasonable opportunity to:
  - (i) challenge whether the proposed disclosure is in accordance with clause 4.1;
  - (ii) challenge the obligation of Recipient or any other person to make that disclosure;
  - (iii) secure an order or other ruling (for example, that the disclosure should only be made on a confidential basis) to protect or preserve the confidentiality of the relevant information; and
  - (iv) take all reasonable steps to preserve the confidentiality of the information being disclosed (for example, by making an application for an order that information be disclosed only in a confidential exhibit or in proceedings heard in closed court).

If the Recipient or its relevant Representative (as applicable) is unable to consult with the Discloser before such disclosure is made in accordance with clause paragraph (b) above, the Recipient or its relevant Representative (as applicable) shall, to the extent not prohibited by applicable Law, inform the Discloser of the form, timing, nature and extent of the disclosure as soon as reasonably practicable after such disclosure is made and, after such disclosure is made in accordance with clause 4.1, such disclosed information shall remain Confidential Information under this Agreement.

### **4.3 Legal proceedings relating to this Agreement**

Nothing in this Agreement shall prevent either Party from using and disclosing Confidential Information that is reasonably necessary to be disclosed in connection with legal proceedings or arbitration relating to this Agreement or the performance of obligations under this Agreement.

### **4.4 Consent**

Recipient shall only disclose Confidential Information to a third party if it obtains the prior written consent of Discloser, unless it is otherwise permitted to make such disclosure pursuant to this Agreement.

## **5. RETURN OF CONFIDENTIAL INFORMATION**

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### **5.1 Return and destruction of Material**

Except as expressly permitted by this Agreement, at the written request of the Discloser (email being sufficient), Recipient shall, and shall direct that its Representatives shall, promptly (and in any event within 20 Business Days), and at Recipient’s expense:

- (a) destroy or return to Discloser all Confidential Information obtained directly or indirectly from Discloser by Recipient;
- (b) provide to Discloser all Material made, developed or acquired by or for Recipient; and
- (c) confirm in writing (email being sufficient) to Discloser that it has complied with the requirements of this clause 5.1.

### **5.2 No further use of Confidential Information**

Except as expressly permitted by this Agreement, at the written request of the Discloser (email being sufficient), Recipient must promptly cease to use or make any further disclosure of any Confidential Information, including use or disclosure for the Approved Purpose.

### 5.3 Alternative to return of Material in certain circumstances

- (a) If any Confidential Information referred to in clause 5.1:
  - (i) is contained on or recorded in any computer disk or electronic storage facility of any type owned or used by Recipient, that Confidential Information shall, as an alternative to it being provided to Discloser, be permanently erased or deleted (to the extent reasonably practicable); or
  - (ii) also contains information that is not Confidential Information, then Recipient shall, as an alternative to that Confidential Information being provided to Discloser, destroy, permanently erase or delete (to the extent reasonably practicable) all Confidential Information contained within that other information.
- (b) Subject to paragraph (c) below, the Recipient and each of its Representatives may retain Material to the extent it is:
  - (i) required to do so by any applicable Law, including the rules of a professional body or by its bona fide internal compliance or audit policies and procedures;
  - (ii) reasonable to permit the Recipient to keep evidence that it has performed its obligations under this Agreement; and
  - (iii) contained in any electronic file created pursuant to any routine backup or archiving procedure so long as such file is not generally accessible beyond the need for disaster recovery or similar operations,
- (c) If Recipient claims to be required by Law to retain any Material referred to in clause 5.1, Recipient must:
  - (i) promptly notify Discloser, giving full details of the circumstances under which Recipient seeks to retain the Material;
  - (ii) ensure that the Material is held in strict confidence and kept secret; and
  - (iii) not use or disclose any Material or any Confidential Information contained therein, except as legally obliged as a result of the circumstances notified to Discloser under paragraph (i).
- (d) Discloser reserves all rights in respect of any Confidential Information retained by Recipient, including the right to challenge Recipient's claim to be required to retain any Confidential Information and to use and disclose any Confidential Information.
- (e) Any Confidential Information retained under this clause 5 shall, for so long as it is retained, continue to be held in compliance with this Agreement until expiry or termination of this Agreement in accordance with its terms.

### 5.4 Compliance

- (a) Recipient's obligations in this clause 5 extend to Confidential Information in the power, possession or custody of any of its Representatives (and their Representatives), and Recipient must ensure that all such Confidential Information is returned, permanently deleted or erased or destroyed in accordance with this clause.
- (b) Recipient must confirm promptly to Discloser when it has complied with all obligations in this clause 5. At the written request of Discloser (email being sufficient), Recipient must make that confirmation in the form of a written confirmation (email being sufficient).

## 6. DISCLAIMER

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- 6.1 Recipient acknowledges that all Confidential Information and all intellectual property rights in the Confidential Information (including copyright, design, documents and patent rights, etc.) are and will remain the exclusive property of Discloser or its relevant Group Company.
- 6.2 Recipient acknowledges and agrees that, to the maximum extent permitted by law, Discloser makes no representation or warranty that the Confidential Information is accurate, reliable, relevant, up-to-date or complete except that the Confidential Information is disclosed by Discloser to Recipient in good faith.

- 6.3 To the maximum extent permitted by law, all terms and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage or otherwise in relation to the grant by Discloser of rights in respect of the Confidential Information, or otherwise in connection with this Agreement, are expressly excluded.
- 6.4 Subject to clause 6.3, Discloser is not liable in any way for any loss of any kind, including damages, costs, interest or indirect or consequential loss or damage (including loss of profits, revenue or goodwill), arising from any error, inaccuracy, incompleteness, irrelevance or other similar defect in the Confidential Information.

## **7. BREACH**

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### **7.1 Security and ownership**

Recipient agrees:

- (a) to establish and maintain effective security measures to safeguard Confidential Information from access or use not permitted by this Agreement;
- (b) to maintain complete, accurate and up-to-date records of the use, copying and disclosure of Confidential Information by or on behalf of Recipient and on demand promptly produce these records to Discloser; and
- (c) that it is not entitled to any proprietary interest in the Confidential Information solely by virtue of it being disclosed to Recipient by Discloser under this Agreement.

### **7.2 Notification of breach**

Recipient must as soon as practicable notify Discloser (email being sufficient) if it becomes aware of any access to, use of or disclosure of any Confidential Information not permitted by this Agreement.

### **7.3 Specific performance**

Recipient acknowledges that:

- (a) damages may be an inadequate remedy for any breach of this Agreement by it; and
- (b) any unauthorised use or disclosure of the Confidential Information or any part of it in breach of this Agreement may cause material damage to Discloser.

Consequently, Discloser is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by Recipient, in addition to any other remedies available to Discloser at law or in equity.

## **8. ADDITIONAL OBLIGATIONS**

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- 8.1 The covenants in this Agreement are in addition to and will in no way derogate from the obligations of Recipient in respect of secret and confidential information at common law, in equity or under any statute or trade or professional custom or usage.
- 8.2 In the event that Recipient desires physical access to any site of Discloser or any of its Group Companies, Recipient agrees that any grant of such access shall be at Discloser's sole discretion and on the condition that it indemnify, defend and hold harmless Discloser and its Group Companies from and against all liabilities for or loss, damages, costs or expenses (including reasonable attorneys' fees) arising out of any claims for personal injury, death or property damage occurring in relation to such access, except where any such injury, death or property damage results solely from the gross negligence or wilful misconduct of Discloser or its Group (as applicable).

## **9. TERM**

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The obligations of the Parties under this Agreement shall commence on the date hereof and continue until the earlier of:

- (a) expiry of two years; or
- (b) completion of a formal agreement in respect of the Potential Transaction containing ongoing confidentiality provisions that supersede the provisions hereof, except to the extent that the Confidential Information is not part of the business arrangement with respect to the Potential Transaction.

## 10. NOTICES

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Any notice, demand, consent or other communication (a “Notice”) given or made under this Agreement:

- (a) must be in writing;
- (b) must either be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address specified on the first page of this Agreement or the address last notified in writing by the intended recipient to the sender;
- (c) if sent by email, should be sent to the following email address:
  - (i) Trinity: [info.rw@trinity-metals.com](mailto:info.rw@trinity-metals.com) with a copy with (which shall not constitute notice) [michael.jacklin@trinity-metals.com](mailto:michael.jacklin@trinity-metals.com) and [tristan.minyati@trinity-metals.com](mailto:tristan.minyati@trinity-metals.com)
- (d) will be taken to be duly given or made:
  - (i) in the case of delivery in person, when delivered;
  - (ii) in the case of delivery by post, two Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
  - (iii) in the case of email, when the sender receives an automated message confirming delivery or four hours after the time at which the e-mail is sent (as recorded on the device from which the sender sent the e-mail) unless the sender receives an automated message that the e-mail has not been delivered, whichever occurs first,

but if the result of the foregoing is that a Notice would be taken to be given or made on a day which is not a Business Day or is later than 4.00pm (local time) it will be taken to have been duly given or made at the commencement of business on the next Business Day.

## 11. GOVERNING LAW AND JURISDICTION

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- (a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Rwanda.
- (b) Each Party irrevocably agrees that the courts of Rwanda shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## 12. COSTS

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Each Party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.

## 13. ANNOUNCEMENTS

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The Parties agree that they shall not make any statement to a stock exchange, give any press release or make any other public announcement (including a statement to shareholders) concerning this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

## 14. MISCELLANEOUS

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### 14.1 Entire agreement

- (a) This Agreement constitutes the entire agreement of the Parties about the treatment of the Confidential Information and any previous agreements, understandings and negotiations on that subject matter cease to have effect.
- (b) The Parties acknowledge and agree that the provisions of this Agreement have been the subject of discussion and negotiation and, with particular reference to any restrictive covenant or any exclusion or limitation of liability, are no more extensive than is necessary to protect the legitimate interests of each member of the Discloser’s Group and are fair and reasonable having regard to the circumstances as at the date of this Agreement.
- (c) Nothing in this clause 14.1 shall limit any liability for fraud.

#### 14.2 Waiver and amendment

- (a) A provision of or a right created under this Agreement may not be waived except in writing signed by the Party granting the waiver.
- (b) No amendment or variation of this Agreement is valid or binding on a Party unless made in writing and executed by all Parties.

#### 14.3 Assurances

Each Party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement.

#### 14.4 Exercise of rights

Failure to exercise or delay in exercising any right, power or remedy by a Party does not operate as a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. A single or partial exercise of any right, power or remedy does not preclude any other further exercise of that or any other right, power or remedy.

#### 14.5 Assignment

Except as otherwise provided in this Agreement, no Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it.

#### 14.6 Approvals and consents

A Party may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Agreement expressly provides otherwise.

#### 14.7 Severability

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or unenforceability of that provision in any other jurisdiction is not affected.

#### 14.8 Counterparts

This Agreement takes effect as of the date of this Agreement when one or more counterparts have been executed by each Party and those executed counterparts have been delivered by each Party to the other. Such delivery may be affected by email. Each counterpart is to be taken to be an original but all of them constitute one and the same instrument.

#### 14.9 Third Party Rights

- (a) This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. To the extent the terms of this Agreement are varied, the rights of any person to enforce the terms of this Agreement under this clause 14.9 shall be qualified accordingly.
- (b) The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

**EXECUTED** as an agreement

SIGNED for and on behalf of **Trinity Metals Limited** by its duly authorised representative:

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Peter Geleta, Chief Executive Officer  
Date:

SIGNED for and on behalf of Hyperlink Networks Ltd

NAHAYO Gilbert  
Managing director

Date: 26/03/2026

