



**AGREEMENT FOR PROVISION OF TELECOMMUNICATION SERVICES  
BROADBAND, NETWORKING (VPN) CONNECTIONS  
AND CLOSED USER GROUP (CUG)**

**BETWEEN**

**MTN RWANDACELL PLC  
COMPANY CODE: 100019148**

**AND**

**TRINITY MUSHA MINES LTD**

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This Agreement is entered into by and between

**MTN RWANDACELL PLC (Company Code: 100019148)**, a public company duly established under the laws of the Republic of Rwanda, and having its principal address at MTN Center, Nyarutarama, P.O. Box 264, Kigali, Rwanda (hereinafter referred to as "**MTN**");

and

**TRINITY MUSHA MINES LTD**, a company registered under company code **102477271**, P.O. Box 3824 Kigali-Rwanda, with its registered office located in Musha, Rwamagana District, Eastern Province, Rwanda, represented by **Missionnaire Mbanza** (hereinafter referred to as the "**Subscriber**").

**WHEREAS:**

- a. MTN Rwandacell Plc and Trinity Musha Mines Ltd had entered into an agreement for the provision of internet services between the Subscriber's headquarters and its various sites throughout the Republic of Rwanda effective 15 March 2024 for an indefinite period (hereinafter referred to as the "Data Services Agreement").
- b. MTN Rwandacell Plc and Trinity Musha Mines Ltd had entered into an agreement for the provision of Broadband and Networking (VPN) connections between the Subscriber's headquarters and its various sites throughout the Republic of Rwanda effective 21 March 2024 for an indefinite period (hereinafter referred to as the "VPN Agreement").
- c. The Data Services Agreement and the VPN Agreement shall together be referred to as "the Previous Agreements."
- d. The Parties have since agreed to consolidate the terms of the Previous Agreements under one single agreement (hereinafter referred to as the "the Agreement"). Accordingly, the Parties agree to replace the Previous Agreements in their entirety as set forth in this Agreement, with the express intention that the Previous Agreements shall be terminated and fully superseded by this Agreement.
- e. The Parties have agreed to enter into this Agreement in accordance with the terms and conditions set out herein.

**1. Scope of Agreement**

- 1.1 MTN shall continue to provide the Subscriber with the Broadband Internet and Networking (VPN) Connections on Fiber Optic, Point-to-Point and/or WIMAX technologies at the Existing sites set out in **Annexure A** under the terms and conditions set out in this Agreement.
- 1.2 MTN shall provide Closed User Group (CUG) Services to the Subscriber with Free and unlimited calls and SMS on MTN's network within members of the CUG, full mobility inside MTN's network coverage while still enjoying the CUG benefit and flexibility to top up account using airtime vouchers or pre-loading in case the Subscriber wishes to make calls off-net or calls to people outside the CUG.
- 1.3 If during the term of this Agreement, the Subscriber wishes to add new members to the CUG, the Subscriber shall provide the list of the new members to be included prior to the beginning of the month.
- 1.4 If at any point during the term of this Agreement, the Subscriber wishes to add more sites to be connected, it shall communicate to MTN in writing setting out the site name(s) and the required bandwidth and MTN shall prepare a Service Order Form indicating the site name, bandwidth and monthly service fee for the additional site/s, which shall be signed by both parties. These Service Order Forms shall be attached to this Agreement as Annexes and the terms and conditions of this Agreement shall

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apply in their entirety to the additional sites a sample Service Order Form is attached hereto as 'Annexure B'.

**2. Commencement and Duration**

This Agreement shall commence on **July 01<sup>st</sup> 2025** and shall continue for a period of **twelve (12) months**. The Agreement shall renew automatically for further one (1) year period ("renewal term") unless either party submits written notification to the other party of their intention not to have the Agreement renewed at least thirty (30) days prior to the expiry of the initial term or any renewal terms. The terms of this Agreement and its performance shall be reviewed each year to ensure that the same terms are complied with and that the parties are satisfied with the performance of the Agreement.

**3. Fees and Payment Terms**

- 3.1 The total monthly Service Fees is indicated in '**Annexure A**' attached hereto. The Subscriber shall make payment on a monthly basis within fifteen (15) days upon receiving an invoice from MTN. Any delay in payment shall lead to suspension of the services until full payment is made.
- 3.2 Should the Subscriber request for installations at any additional site, MTN shall prepare a Service Order Form indicating the installation and monthly fees for the site.
- 3.3 In the event of any dispute with regards to the invoice, the Subscriber shall pay the undisputed amount in accordance with the payment terms of this Agreement and the Parties shall then meet to resolve the dispute. Once the Parties have resolved the dispute and agreed on the amount due, the Subscriber shall pay the agreed amount within five (5) working days from receipt of the invoice related to that amount.
- 3.4 MTN reserves the right to revise these fees from time to time only after communicating such changes to the Subscriber. The agreed upon changed fees shall not be valid unless reduced to writing and signed by both Parties

**4. Network Availability Guarantee or Service Level Agreement**

- 4.1 MTN will offer a reliable and cost-effective service. Lines will be offered with an availability of not less than ninety-eight per cent (98%) up time calculated over a period of one (1) month.
- 4.2 For each accumulative hour of Network Unavailability that falls below the 98% guarantee at a particular site, the Subscriber shall be credited with an amount equal to the pro rata charge for each hour of downtime at the affected site.
- 4.3 At the Subscriber's request, MTN will calculate the Subscriber's 'Network Unavailability' for any calendar month. The Subscriber will maintain their own downtime log which will be used together with the MTN provided log of Network Unavailability to arrive at a consensus on the total number of hours the credit is to be effected for each month.
- 4.4 "Network Unavailability" is the number of minutes that the MTN Network was not available to the Subscriber, outside of the 98% guarantee, but will not include unavailability resulting from:
- MTN scheduled Network maintenance (outside of normal working hours and with notice of at least twenty-four (24) hours before).
  - The Subscriber's applications, equipment, or facilities.
  - Acts or omissions of the Subscriber, or any use of the service authorized by the Subscriber.
  - Reasons of Force Majeure.
  - Any act or omission of another network operator.
- 4.5 The support lines available to the SUBSCRIBER for any complaints or queries are as follows:

MTN RWANDACELL - ESCALATION MATRIX			
	Contact	Telephone	Email
First	NOC	+250 788312473	<a href="mailto:NOC.RW@mtn.com">NOC.RW@mtn.com</a>
Second	Account Manager	+250 788312080	<a href="mailto:AccountManager@mtn.com">AccountManager@mtn.com</a>
Third	Manager SME	+250 788312103	<a href="mailto:ManagerSME@mtn.com">ManagerSME@mtn.com</a>
Fourth	Enterprise Services Senior Manager	+250 788312284	<a href="mailto:Patrick.Sensevi@mtn.com">Patrick.Sensevi@mtn.com</a>
Fifth	EBU General Manager	+250 788312580	<a href="mailto:Didas.Ndoli@mtn.com">Didas.Ndoli@mtn.com</a>

- 4.6 MTN shall respond within no more than four (4 hours on working days (Monday – Friday) and twelve (12) hours over the weekend, except for where delay is caused by reasons of Force Majeure.
- 4.7 The Subscriber may be reached on the following lines:

TRINITY METALS - ESCALATION MATRIX			
	Contact	Telephone	Email
First	Rene Ruganji	+250 788 309517	<a href="mailto:rene.ruganji@trinity-metals.com">rene.ruganji@trinity-metals.com</a>
Second	Olivier Nemeve	+250 788 319 344	<a href="mailto:olivier.nemeve@trinity-metals.com">olivier.nemeve@trinity-metals.com</a>

5. Breach, Termination and Dispute Resolution

- 5.1 If a party (“the defaulting party”) commits a breach of any provision under these Terms and Conditions, the aggrieved party shall be entitled, in addition to all other remedies available to it in the law, to: -
- 5.1.1 Terminate the Agreement, in which event, if the aggrieved party elects to claim damages the aggrieved party may retain all moneys paid by the party in default pending the determination of the final amount of damages; or
- 5.1.2 Uphold the Agreement, in which event the full balance owing, and all other obligations owed by the party in default shall, at the option of the aggrieved party, become immediately due, payable and enforceable.
- 5.2 In case of misunderstanding between parties on the interpretation or execution of the present agreement, parties shall attempt to resolve the dispute amicably. Where this fails the aggrieved party may submit its complaints to the *Kigali International Arbitration Center* whose rules and procedures shall apply.
- 5.3 Either party shall be entitled to terminate this Agreement for convenience before the end of its term, upon giving a one (1) month written notice to the other party.

6. Consequences of Termination

- 6.1 Should the Subscriber be in breach of this Agreement and all avenues to address the breach as stipulated in the contract have been pursued with no remedy, and should this Agreement be terminated as a result thereof, then any outstanding amounts owed to MTN shall become due and payable forthwith, without prejudice to MTN's rights to all such other relief as it may be entitled to at law or in terms thereof.
- 6.2 Should MTN be in breach of its obligation, and all avenues to address the breach as stipulated in the contract have been pursued with no remedy, then should the Subscriber opt to terminate the contract, he will not be liable to pay any outstanding monies to MTN and MTN shall be required to refund any advance amount paid for which service had not yet been received, without prejudice to the Subscriber's rights to all such other relief as it may be entitled to at law or in terms thereof.
- 6.3 In the event of termination of this Agreement without giving the required notice of thirty days (30) days, the Subscriber is liable immediately to pay MTN a penalty equal to the total monthly service fee for the Network Services subscribed to under this Agreement.

7. Ownership of Data Services Equipment

- 7.1 Any MTN supplied equipment or equipment provided in terms of MTN's obligations hereunder (whether by its agents, contractors or otherwise) not paid for by the Subscriber and used for the establishment and provision of the Data Services as provided herein shall remain the exclusive property of MTN; and nothing herein contained shall be construed as granting to the Subscriber any right in the MTN supplied equipment or equipment provided in terms of MTN's obligations hereunder (whether by its agents, contractors or otherwise).
- 7.2 For any software damage of the equipment, MTN shall replace the damaged equipment at no charge to the Subscriber. For any physical damage to the equipment such as any breakage or fire or water damage caused by the Subscriber the Subscriber shall be made to pay a replacement fee, the cost of which shall vary depending on the damage incurred.

8. Addresses

**MTN Rwandacell Plc**

MTN Center, Nyarutarama  
P.O Box 264  
Kigali, Rwanda  
[sales.rw@mtn.com](mailto:sales.rw@mtn.com)

**Trinity Musha Mines Ltd**

Musha, Rwamagana District  
Eastern Province  
Email: [musha@trinity-metals.com](mailto:musha@trinity-metals.com)

9. Force Majeure

A party shall not be liable for any loss suffered by any other party arising out of delay in or prevention of performance of the party's obligations due to any cause the adverse effects of which the party could not and cannot reasonably and practically avoid in the ordinary conduct of the party's business. In case of inability to supply and provide the aforementioned services due to an act of Force Majeure, the affected party shall notify the other immediately of the inability to act. The notice shall be in writing and shall not delay for more than 30 days after the Force Majeure.

10. Entire Agreement

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This Agreement embodies the entire agreement between the Parties with regard to the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.

**11. Variation**

No contract varying, amending, 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.

**12. Transfer, Delegation, Assignment**

No party may transfer, delegate or assign that party's rights or obligations without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**13. Confidentiality**

- 13.1 Each party ("Receiver") will treat as confidential the other party's ("disclosing party") confidential information and will use all reasonable care not to disclose but to protect such information and keep it secure from theft, loss, misuse, and inadvertent disclosure.
- 13.2 "Confidential information" means and includes: (i) any information which the disclosing party identifies as confidential or proprietary, (ii) any information of disclosing party which, by its nature or the circumstances of its disclosure, ought in good faith to be treated as confidential, (iii) the terms of this agreement and any other agreement between the parties, and (iv) each of the following in relation to disclosing party: financial and pricing data; business plan, policies and practices; suppliers; inventions; information about release and unreleased products; information about the other party's marketing and/or promotion plans, effort and/or activities. The definition of confidential information in this clause includes all relevant information irrespective of the date of its disclosure to the other party.
- 13.3 Confidential information does not include any information which the Receiver can conclusively establish was: (i) already public knowledge at the date of this agreement or which becomes public knowledge in the future (otherwise than as a result of a breach of any obligation owed to the other party); (ii) received by the Receiver from a third party (otherwise than as a result of a breach of any obligation owed to the other party); and (iii) developed independently by the Receiver.
- 13.4 Confidential information may be contained in any tangible or intangible material, form, media or method of communication. Including but not limited to written or printed documents, oral statements or any other digital media (including all volatile and non-volatile information storage and/or display devices).
- 13.5 Each party acknowledges and agrees that: (i) a breach by it of this clause may result in irreparable and continuing damage to the other party for which monetary damages may not be a sufficient remedy, and consequently (ii) the other party will be entitled, without waiving any other rights or remedies, to such injunctive or other equitable relief (including a decree of specific performance) as may be deemed proper by a court of competent jurisdiction.
- 13.6 Neither party shall however be liable for the disclosure of confidential information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Receiver shall provide reasonable prior notice thereof to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.

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13.7 The Receiver shall, for a period of two (2) years from the date of this agreement treat as confidential all confidential information and shall not disclose such confidential information to any third party(s) or person(s) or use such confidential information for its own use. In the event that the parties extend the term by mutual and written agreement, then the provisions hereof shall endure for a further minimum period of 12 (twelve) months mutatis mutandis.

13.8 The obligation of confidentiality in this clause shall survive termination of this Agreement.

**14. Protection of Data and Privacy**

Both Parties agree that all personal data that they may come across from time to time while processing data shall be protected in accordance with the laws and regulations applicable in the Republic of Rwanda.

**15. Business Continuity Plan and Cyber Security**

Both parties agree that they shall at all times have in place Business Continuity plans and shall comply with Business Continuity and Cyber Security rules and regulations applicable in Rwanda and that each party shall train its employees on matters related to Business and Cyber Security and share with the other party reports thereof.

**16. Liability**

16.1 No party shall be liable to the other for any consequential or indirect damages or loss of profits arising out of a breach of the terms of this Agreement; damages under this Agreement being contemplated refer only to damages suffered by a party which are directly related to the breach.

16.2 Either party will be liable to the other party and responsible for all losses, liabilities, damages, costs and expenses and will defend, indemnify and hold the other party harmless from and against any claims, liabilities, losses or damages due in any way whatsoever to the negligence, fraud or misconduct of that party, its employees or agents.

**17. Governing Law**

The interpretation and execution of this Agreement shall be governed by the laws of the Republic of Rwanda.

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TRINITY MUSA MINES LTD  
Authorized signatory:

**Missionnaire Mbanza**  
General Manager

Signature

Date: 29-08-2025

As witnesses:

Signature:   
**Jeome Sande**  
Group Supply Chain Manager

MTN RWANDACELL PLC  
Authorized signatory:

**Monzer Ali**  
Chief Executive Officer

Signature

As witnesses:

Signature:   
**Didas Ndoli** 10-09-2025 17:06:47  
GM, Enterprise Business Unit

Signature:   
**Sharon Mazimhaka**  
GM, Corporate Services



**ANNEXURE A: EXISTING SITE LIST AND SERVICE FEES**

**1. EXISTING SITES**

SITE NAME	SERVICE	CAPACITY
Trinity Musha Mines Ltd	VPN&GMPLS	VPN 5MBPS Package
Trinity Musha Mines Ltd	Broadband	Broadband 20MBPS Dedicated Package

**2. FEES**

**2.1. Internet Connectivity**

2.1.1. MTN shall charge the Subscriber Seven Hundred Six Thousand (Frw 706,000) Rwandan Francs inclusive of all taxes per month, for 20MBps.

**2.2. VPN Connection**

2.2.1. MTN shall charge the Subscriber at One Hundred Sixty Thousand Two Hundred Twenty (Frw 160,220) Rwandan Francs inclusive of all taxes per month, for 5MBps.

2.2.2. MTN shall charge the Subscriber One Million One Hundred Seventy Thousand Five Hundred Sixty (Frw 1,170,560) Rwandan Francs inclusive of all taxes per month, for 30 Mbps.

**2.3. Closed User Group (CUG)**

2.3.1. MTN shall charge the Subscriber Five Thousand Rwandan Francs (5,000 Frw) inclusive of all taxes per member per month.






**ANNEXURE B: SERVICE ORDER FORM**

MTN will provide the services as set out in this Service Order Form

**1. Subscriber Details and Address:**  
**Name of Institution: Trinity Musha Mines Ltd**  
 Tel: \_\_\_\_\_ Email: \_\_\_\_\_

**2. Service Description** **3. Service Period**  
 Effective Date : \_\_\_\_\_ **Start**  
 Date : \_\_\_\_\_

**4. Site, Bandwidth and Monthly Service Fee (all taxes inclusive):**

Site	Bandwidth /VPN	Monthly Fee

*\*If the Customer requires more than 10 sites connected, the details of the additional sites shall be attached hereto on a separate page.*

**5. Additional provisions**

- The services subscribed to in this Service Order Form shall be provided by MTN under the terms and conditions set out in the Provision of Data Services Agreement entered into between MTN and Trinity Musha Mines Ltd to which this Service Order Form shall be attached as an Annex.

**For Trinity Musha Mines Ltd**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Place: Rwamagana, Rwanda

**For MTN Rwandacell Plc**  
 Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Place: Kigali, Rwanda

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