



CONTRACT NUMBER 0000002314

PROVISION OF PROFESSIONAL SERVICES FOR MINE PLANNING AND PROJECT SUPPORT  
AMENDMENT NUMBER 1

26 August 2025

|                        |  |  |
|------------------------|--|--|
| FINANCIAL QUERIES TO : | JEAN CLAUDE HABYARIMANA<br>REAGAN MUVARA<br>GRATIEN MANIRIHO | TEL: +250 782 653 686<br>TEL: +250 785 469 975<br>TEL: + 250 785 617 997 |
| TECHNICAL QUERIES TO : | SIOBHAN JOUBERT  | TEL: +250 794 400 6903   |
| COMMERCIAL QUERIES TO: | JEOME SANDE  | TEL: +250 782 369 340  |

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EMPLOYERS:-

TRINITY NYAKABINGO MINE LIMITED  
TRINITY MUSHA MINES LIMITED  
RUTONGO MINES LIMITED  
RWANDA

CONTRACTOR:-

BARA CONSULTING (PTY) LTD  
PO BOX 496  
CRESTA 2118  
GAUTENG, SOUTH AFRICA

Clive Brown  
Tel: +27 82 557 5373  
Clive.b@bara-consulting.com

**AMENDMENT TO:**

EXTEND CONTRACT WITH UPDATED SCOPE OF WORK AND CONTRACT COST ESTIMATE,  
INCLUSION OF RUTONGO MINES LIMITED AND TRINITY MUSHA MINES LIMITED,  
INCLUSION OF PROFESSIONAL INDEMNITY AND CONTRACTOR'S INDEMNITY,  
INCLUSION OF WORK COMPLETION CERTIFICATE.

**1.0 SCOPE OF AMENDMENT**

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

- 1.1 By the deletion from the Contract of **Contract Number 0000002314** and the substitution thereof with Contract Numbers:

|                                     |                   |
|-------------------------------------|-------------------|
| <b>Trinity Nyakabingo Mine Ltd:</b> | <b>0000003285</b> |
| <b>Trinity Musha Mines Ltd:</b>     | <b>0000001876</b> |
| <b>Rutongo Mines Ltd:</b>           | <b>0000004682</b> |

- 1.2 By the deletion of the heading **Clause 1.0 Introduction and definitions** and the substitution thereof with:

**1.0 Introduction and definitions**

The Companies wish to employ the Contractor in accordance with the Scope of Services, Annexure "A", Cost Estimate Annexure "B" and Work Completion Certificate, Annexure "C".

- 1.3 By the deletion from Clause **1.0 Introduction and definitions** of sub clause 1.3.4 "Company" and the substitution thereof with:

1.3.4 "Company's Representative" shall mean Trinity Nyakabingo Mine Limited, Trinity Musha Mines Limited and Rutongo Mines Limited.

- 1.4 By the deletion from Clause **1.0 Introduction and definitions** of sub clause 1.3.5 "Company's Representative" and the substitution thereof with:

1.3.5 Companies shall mean Siobhan Joubert.

- 1.5 By the deletion of the Clause 3. headed "**Duration and Termination**" and the substitution thereof with:

**3. Duration and Termination**

The agreement shall commence on 1 July 2024 and terminate 30 June 2027.

Extension of Contract term after 30 June 2027 will be subject to mutual agreement by the Parties and confirmed before the above Termination Date by an official Amendment to this Agreement.

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

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

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1.6 By the deletion of the Clause 4, headed "Fees and Invoices" and the substitution thereof with:

**4. Fees and Invoices**

4.1 Fees (Excluding All Taxes):

4.1.1 The Company shall pay to the Contractor in accordance with following Rates and Annexure "B" Cost Estimate.

| STAFF CATEGORY     | RATE (US\$/Hour excl. VAT) |
|--------------------|----------------------------|
| Principal Engineer | 115                        |
| Drafting           | 65                         |

The 7% Administration Fee is included in the Total Estimated Cost. This Administration Fee includes Overhead Costs, Project, Stationery, Printing, Project Administration and Cost of Telephone Calls.

- 4.1.2 The fees shall be payable 30 days after date of invoice receipt and such invoice shall be accompanied with the Management Report and Work Completion Certificate, Annexure "C" hereto for the Services carried out in the month of invoice.
- 4.1.3 Flight tickets to and from Rwanda will be for the account of the Company and are excluded from the Total Estimated Cost item 4.1.5 and the Cost Estimate, Annexure "B" hereto.
- 4.1.4 Accommodation and transport in Rwanda shall be provided by the Company.
- 4.1.5 The total estimated cost is \$ 270 110.00 exclusive of VAT and Withholding Taxes.

This value is made up of:  
Original Contract Value: \$ 202 855.00  
Less Work Not Invoiced (\$ 139 918.00)  
Plus New Scope of Work \$ 207173.00

The total estimated value as reflected herein is the total commitment in terms of the agreement and provided that invoices are within the scope of services and the total estimated value, the Agreement will not be amended to cover interim payments.

The Agreement will only be amended to provide for the following:-

- change of scope, or
- an increased commitment, or
- to reflect the final total price at the completion of the agreement, or
- any other ground as may be agreed upon by both parties





4.2 Invoices and Statements (Excluding all Taxes)

Invoices reflecting the Contract Number and accompanied with the Management Report and Work Completion Certificate, Annexure "C" hereto for the Services carried out in the month of invoice, must be addressed to:

Trinity Nyakabingo Mine Ltd  
Northern Province  
Shyorongi, Rulindo,  
Rwanda

For attention:  
The Financial Superintendent :  
Jean Claude Habyarimana,  
[jclaude.habyarimana@trinity-metals.com](mailto:jclaude.habyarimana@trinity-metals.com)

and copied to the Company's Representative: Siobhan Joubert  
[siobhan.joubert@trinity-metals.com](mailto:siobhan.joubert@trinity-metals.com)

Rutongo Mines Ltd  
Northern Province  
Masoro, Rulindo,  
Rwanda

For attention:  
The Financial Manager:  
Reagan Muvara,  
[reagan.muvara@trinity-metals.com](mailto:reagan.muvara@trinity-metals.com)

and copied to the Company's Representative: Siobhan Joubert  
[siobhan.joubert@trinity-metals.com](mailto:siobhan.joubert@trinity-metals.com)

Trinity Musha Mines Ltd  
Eastern Province  
Musha, Rwamagana,  
Rwanda

For attention:  
The Financial Manager:  
Gratien Maniriho  
[gratien.maniriho@trinity-metals.com](mailto:gratien.maniriho@trinity-metals.com)

and copied to the Company's Representative: Siobhan Joubert  
[siobhan.joubert@trinity-metals.com](mailto:siobhan.joubert@trinity-metals.com)

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1.7 By the Addition of Clause 10, Professional Indemnity and Contractor's Indemnity

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

The Contractor has Professional Indemnity Insurance to the value of ZAR25 million per any one claim.

The Employer, their agents, representatives or employees are indemnified by the Contractor against all claims of whatsoever nature arising out of any loss, damage, death or injury persons or property resulting from the carrying out of the Contract by the Contractor or any of its Sub Contractors, agents, representatives or employees except where such loss, damage, death or injury is caused by any act or omission of the Employers, its agents, representatives or employees.

**AMENDMENT DATE**

Notwithstanding the date hereof, the effective date of this Amendment shall be 1 July 2025.

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

For and on behalf of:

**TRINITY NYAKABINGO MINE LIMITED**

JUSTIN UWIRINGIYIMANA  
Name and Signature

General Manager  
Designation

04/09/2025  
Date

Jeanne Sande  
Name and Signature

Group Supply chain Manager  
Designation

04/09/2025  
Date

**TRINITY MUSHA MINES LIMITED**

MISSIONNAIRE M.  
Name and Signature

G.M.  
Designation

04-09-2025  
Date

Jeanne Sande  
Name and Signature

Group supply chain Manager  
Designation

04/09/2025  
Date



**RUTONGO MINES LIMITED**

*Wade Imena*  
Name and Signature  
*General Manager*  
Designation  
*4-9-2025*  
Date

*Jeane Sande*  
Name and Signature  
*Group supply chain man*  
Designation  
*04/09/2025*  
Date

For and on behalf of:  
**BARA CONSULTING (PTY) LIMITED**

*Clive Brown*  
Name and Signature  
Director  
Designation  
5 September 2025  
Date

## ANNEXURE "A"

### SCOPE OF SERVICES

#### THE PROVISION OF ALL LABOUR AND MATERIAL FOR MINE PLANNING AND PROJECT SUPPORT

##### 1 SCOPE OF WORK

###### 1.1 Operational support

Trinity have requested that Bara make a mining engineer available to provide operational support to the operations for a maximum of three days per month. This operational support will include, but is not limited to:

- Attending meetings and workshops
- Review of mine plans, layouts and schedules
- Training on mining engineering and mine planning

Bara will only invoice for the time used which will be a maximum of three days (24 hours) per month for this support.

###### 1.2 Life of mine layouts and schedules

The life of mine, plan layouts and schedules for Musha and Rutongo were not completed by end of June 2025. Work will continue on these plans and on updating the Nyakabingo LOM plan over the coming months as part of the annual business planning cycle.

###### 1.3 Ventilation plans

All three mines require ventilation plans to be completed as they are all developing below the lowest adit level and can no longer rely on natural ventilation. In addition, the use of larger diesel powered mining equipment will increase the quantity of ventilation required in the mines and requires a plan to provide and reticulate this ventilation.

Bara will prepare ventilation plans for the mine which will include:

- Design of the ventilation circuit
- Specification of the primary and secondary fans
- Typical ventilation layouts for development and production activities
- Specification of the electrical reticulation to supply the fans, including starter panels and cabling.

Bara has prepared a draft ventilation plan for Nyakabingo based on the 2025 life of mine plan, but this requires revision based on information obtained during Mr Brown's recent visit to the mine.

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#### 1.4 Life of mine plan report

A life of mine plan report will be prepared which describes the work done during the life of mine planning including all assumptions made, calculations and descriptions of the work. This task was originally planned for completion during the previous contract period but was delayed due to the delay in completing the plans.

#### 1.5 Site Visits

Bara have provided for a site visit by a mining engineer to Rwanda once every three months (quarterly). Six days has been allowed for the site visit including travelling time. The purpose of the site visit is to:

- Participate in preparation of the business plan and budgets for the forthcoming year.
- Follow up on progress on ongoing projects.
- Review plans and production performance.
- Spend time discussing mining engineering and planning issues with mining production, technical services and management teams.
- Conduct training on mine planning and mining engineering issues.

Bara will only invoice for the visits conducted and will be guided by Trinity on the frequency and timing of visits.

#### 2 EXCLUSIONS

In addition to any work not specifically mentioned in the scope of work above, Bara specifically notes the following important exclusions:

- Engineering design and drawings other than those specified in the scope of work above.
- Client or third part costs  
Bara can, however, provide work packages or assistance in these areas as may be required. We cannot take responsibility for the performance of any party other than our own staff and sub-contractors but will endeavour to obtain full cooperation of others in accordance with our mandate.

#### 3 STAFFING

It is proposed that the key specialists listed below be deployed to undertake this scope of work. Additional senior and junior engineering staff will be used in execution of the mandate. We reserve the right to nominate substitute engineers as deemed in the best interest of the project.

| Name                    | Position                                  |
|-------------------------|---|
| Clive Brown             | Project Manager/Principal Mining Engineer |
| Cornelius van der Vyfer | Ventilation Engineer                      |
| Themban Chirinda        | Alternate Mining Engineer                 |

#### 4 INFORMATION REQUIRED

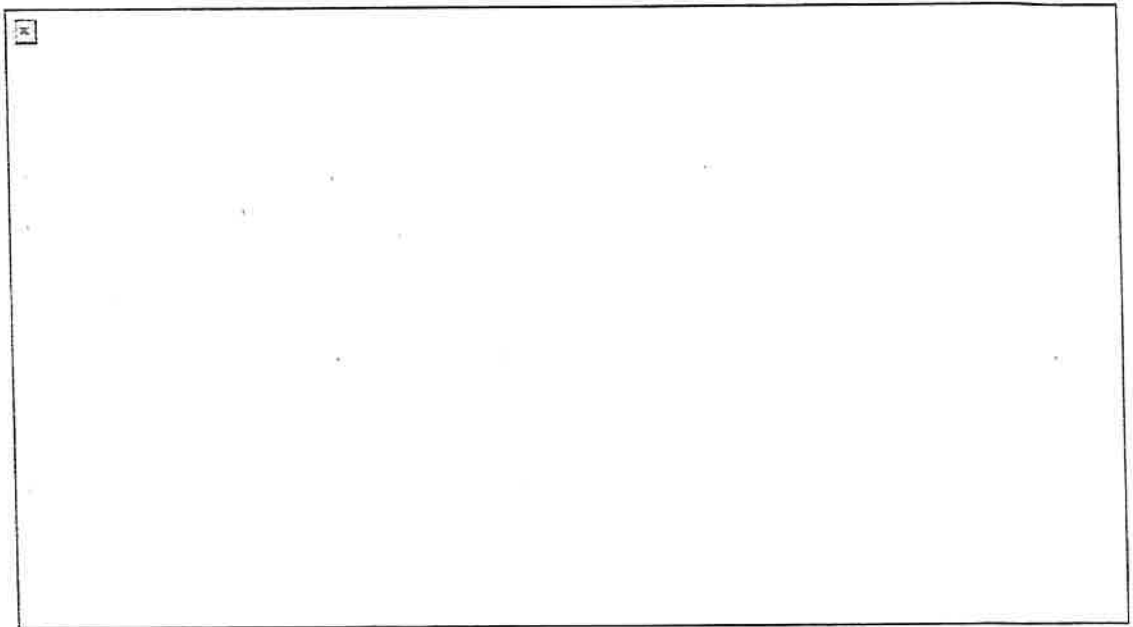
It has been assumed that all relevant information pertaining to conduct of the work will be made available to us free of charge. All such information will remain the property of the Client and will be used confidentially and specifically for the conduct of this work assignment only.

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**ANNEXURE "B"**

**COST ESTIMATE**



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**ANNEXURE "C"**  
**SITE WORKS & SERVICES WORK COMPLETION CERTIFICATE No: .....**  
**MINE NAME: .....**  
**DATE: .....**

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

**APPROVAL**

| DOA                                   | NAME | DESIGNATION | SIGNATURE | DATE |
|---------------------------------------|------|-------------|-----------|------|
| MANDATORY: TRINITY PR HOD             |      |             |           |      |
| MANDATORY: MINE FINANCIAL MANAGER     |      |             |           |      |
| MANDATORY: GROUP SUPPLY CHAIN MANAGER |      |             |           |      |
| GENERAL MANAGER (UP TO \$50K)         |      |             |           |      |
| COO (>\$50K to \$100k)                |      |             |           |      |
| CFO (>\$100K to \$250k)               |      |             |           |      |

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