

To:

JIANGXI COPPER (HONG KONG) INVESTMENT COMPANY LIMITED

Suite 4501

Office Tower

Convention Plaza

1 Harbour Road

Wanchai

Hong Kong

For the attention of: The Directors

24 December 2025

Dear Sirs

## **Proposed acquisition of SolGold plc (the Company)**

I understand that Jiangxi Copper (Hong Kong) Investment Company Limited (the **Offeror**), a wholly-owned subsidiary of Jiangxi Copper Company Limited, is considering the Acquisition (defined in paragraph 8 below) substantially on the terms, and subject to the conditions, set out in the attached draft announcement of a firm intention to make an offer under Rule 2.7 of the Code (as defined below) (the **Rule 2.7 Announcement**), together with such additional terms and conditions as may be required to comply with The City Code on Takeovers and Mergers (the **Code**) and any other applicable law or regulation. This undertaking is given a) by me in my capacity as a holder of the Shares (as defined below) and not in my capacity as a director of the Company and nothing herein shall fetter my discretion as a director of the Company; and b) subject to the provisions set out in paragraph 6.1 below, in consideration of the Offeror agreeing to make the Acquisition.

## **1 Scheme and voting**

1.1 Subject to paragraph 6.1 below, I irrevocably and unconditionally undertake to the Offeror that I shall:

- (a) (unless the Offeror otherwise requests in writing) exercise or procure the exercise of voting rights attaching to the ordinary shares of 1p each of the Company details of which are set out in Schedule 1 (the **Shares**) in favour of any resolutions (whether or not amended and whether put to a show of hands or conducted by way of a poll) to be proposed at any general or class meeting of the Company (including any adjournment thereof) (a **General Meeting**) or any meeting to be convened pursuant to an order of the Court in accordance with Part 26 of the Companies Act 2006 (including any adjournment thereof) (a **Court Meeting**) which are necessary to implement the Acquisition and any transactions related to the Acquisition (the **Resolutions**);

- (b) at the request of the Offeror, exercise or procure the exercise of the voting rights attached to the Shares to requisition or join in requisitioning the convening of a General Meeting for the purpose of passing any resolution referred to in paragraph 1.1(a) above;
- (c) by not later than 3:00 pm on the business day prior to the date specified in the Scheme Circular for the return of the forms of proxy (or, in respect of any Shares subsequently issued to me as referred to in paragraph 1.2 below, by not later than 3:00 pm on the business day prior to the date specified in the Scheme Circular for the return of the forms of proxy):
  - (i) in respect of any Shares held in certificated form, return or procure the return to the Company's registrars, Computershare Investor Services PLC, of duly executed forms of proxy in respect of such Shares appointing any person nominated by the Offeror to attend and vote at the General Meeting and Court Meeting convened in relation to the Scheme (voting in favour of the Resolutions); and
  - (ii) in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Company or its nominated representative in order to make a valid proxy appointment and give valid CREST proxy instructions (voting in favour of the Resolutions);
- (d) without prejudice to paragraph 1.1(c) above, for the purpose of voting on any other resolution referred to in paragraph 1.1(a) and 1.1(b) above, if required by the Offeror, by no later than 3.00pm on the business day prior to the date specified in the Scheme Circular for the return of the forms of proxy (or, in respect of any Shares subsequently issued to me as referred to in paragraph 1.2 below, by not later than 3:00 pm on the business day prior to the date specified in the Scheme Circular for the return of the forms of proxy):
  - (i) in respect of any Shares held in certificated form, execute any form of proxy required by the Offeror; and
  - (ii) in respect of any Shares held in uncertificated form, take or procure the taking of any action which may be required by the Company or its nominated representative in order to make a valid proxy appointment and give valid CREST proxy instructions,

in each case appointing any person nominated by the Offeror to attend and vote in accordance with the Offeror's instructions of such resolution(s) at the relevant General Meeting or Court Meeting;
- (e) not revoke or amend (or permit the revocation or amendment of) any forms of proxy or CREST proxy instructions which have been validly lodged or transmitted in accordance with paragraph 1.1(b),(c) or (d) above, either in writing (by lodging a replacement form of

proxy of otherwise) or by submitting an amendment to a CREST proxy instruction or by attendance at the relevant General Meeting or the Court Meeting or otherwise; and

- (f) execute and do and procure to be executed and done all such documents, acts and things as may be reasonably necessary to be executed or done by me (or where applicable the registered holder) in order to comply with my obligations under this undertaking.

- 1.2 I agree that if, after the date of this undertaking, any further shares are acquired by me through the vesting or exercise of awards or options under any of the share schemes of the Company, such shares will form part of the Shares and will be subject to the terms of this undertaking.

## **2 Representations, warranties and undertakings**

- 2.1 I represent, warrant and undertake to the Offeror that:

- (a) other than the Excluded Interests, the Shares set out in Schedule 1 include all the shares registered in my name or beneficially owned by me or in respect of which I am interested for the purposes of Part 22 of the Companies Act 2006 or Chapter 5 of the Disclosure Guidance and Transparency Rules;
- (b) the Shares will be acquired pursuant to the Acquisition free from all liens, equitable interests, charges, encumbrances, options and other interests and third party rights of any nature whatsoever and with all rights now or hereafter attaching to them, including the right to all dividends declared, made or paid hereafter;
- (c) Schedule 2 contains complete and accurate details of all options and awards I have to subscribe for, purchase or otherwise acquire any securities of the Company;
- (d) save as set out in Schedule 1 and Schedule 2 and the Excluded Interests, I am not interested in any securities of the Company (within the meaning of the Code);
- (e) I have the full power and authority (and will at all times continue to have all relevant authority) to enter into and perform this undertaking in accordance with its terms;
- (f) I will not (or in the case of the Shares in respect of which I am beneficial owner only will procure that the registered holder will not), prior to the earlier of the Scheme lapsing or the termination of this undertaking in accordance with paragraph 6 below:
  - (i) sell, transfer, encumber, charge, pledge, grant any option or other right over or otherwise dispose of or deal with (directly or indirectly and whether beneficially, legally or otherwise) any of the Shares or any interest in them or permit any such action to occur in each case except pursuant to the Scheme;

- (ii) accept, agree to or give any undertaking in respect of, any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of the Shares by any person other than the Offeror (**Competing Transaction**) (but without prejudice to my discretion as a director of the Company and for the avoidance of doubt I shall be permitted to accept, agree to or give any undertaking following the termination of this undertaking in accordance with paragraph 6);
  - (iii) except with the prior written consent of the Offeror or in circumstances in which the Panel determines and confirms to the Offeror that, in respect of such acquisition, I am not acting in concert with the Offeror pursuant to Note 9 on the definition of “Acting in concert” set out in the Code, purchase or acquire any shares or other securities of the Company (or any interest therein) save for the acquisition of shares through the vesting or exercise of awards or options under any of the share schemes of the Company and save for any award or option over shares granted to me under any of the share schemes of the Company after the date of this undertaking; or
  - (iv) other than pursuant to this undertaking, enter into any agreement or arrangement or permit any agreement or arrangement to be entered into or incur or allow to arise any obligation (conditional or unconditional) to do any of the acts referred to in paragraphs 2.1(f)(i), 2.1(f)(ii) and 2.1(f)(iii) above, which would or might restrict or impede my ability to comply with this undertaking and, for the avoidance of doubt, references in this paragraph 2.1(f)(iv) to any agreement, arrangement or obligation shall include any such agreement, arrangement or obligation, whether or not legally binding or subject to any condition; and
- (g) I have been given an adequate opportunity to consider whether or not to execute this undertaking and to obtain independent advice.

2.2 The representations, warranties and undertakings set out in paragraph 2.1 shall not be extinguished or affected by the acquisition of the Shares pursuant to the Acquisition.

### 3 Publicity and Documentation

- 3.1 I consent to the issue of the Rule 2.7 Announcement incorporating references to me and to this undertaking in the terms set out in the Rule 2.7 Announcement, subject to any amendments which may be agreed by me or on my behalf by a member of the board of directors of the Company.
- 3.2 I understand and agree that, in accordance with the Code, particulars of this undertaking and disclosable holdings of, and dealings in, relevant securities of the Company will need to be publicly disclosed and will also be contained in the Scheme Circular and that copies of this

undertaking will be available for inspection until the end of the offer in accordance with Rule 26 of the Code.

- 3.3 I will promptly supply the Offeror and the Company with all information required to be contained in the Scheme Circular and any related and ancillary documents in respect of me (in my capacity as a shareholder in the Company) and my immediate family, related trusts and persons connected with us in order to comply with the requirements of the Code, the Financial Conduct Authority and the London Stock Exchange and any other applicable law or regulation or which is reasonably required to expedite the preparation and despatch of the Scheme Circular. I will as soon as possible notify the Offeror in writing upon becoming aware of any change in the accuracy or import of any such information previously given to the Offeror.

## **4 Specific Performance**

- 4.1 Without prejudice to any other rights or remedies that the Offeror may have, I recognise and acknowledge that if I should fail to perform my obligations in accordance with this undertaking, or should otherwise be in breach of any of those obligations, damages would not be an adequate remedy and that the Offeror shall be entitled to the remedies of injunction, specific performance and other equitable relief and that no proof of special damages shall be necessary for the enforcement of this undertaking.

## **5 Secrecy**

- 5.1 Save to the extent (if any) required to comply with any applicable law, I shall keep secret the possibility, terms and conditions of the Acquisition and the existence and terms of this undertaking and details of our discussions, save to the extent that such matters have been made public through the issue of the Rule 2.7 Announcement or are subsequently made public through the issue of any documentation relating to the Acquisition and provided that I may disclose the same on a similarly confidential basis to the Company and its advisers. The obligations in this paragraph shall survive termination of this undertaking.

## **6 Condition and lapse of undertaking**

- 6.1 All obligations in this undertaking (save for my obligations pursuant to paragraph 5 which shall remain in full force and effect) are conditional on the Rule 2.7 Announcement being released by 5.00 p.m. (London time) on 24 December 2025 (or such later date as the Company and the Offeror may agree, but in any event not later than 5.00 p.m. (London time) on 5 January 2026).
- 6.2 If:
- (a) the condition set out in paragraph 6.1 is not met;

- (b) after the Offeror releases the Rule 2.7 Announcement, the Panel consents to the Offeror not proceeding with the Acquisition;
- (c) on the date on which the Acquisition (whether implemented by way of a Scheme or an Offer) lapses in accordance with its terms, provided that this paragraph (c) shall not apply where the Acquisition is withdrawn or lapses as a result of the Offeror exercising its right, in accordance with the Code, to implement the Acquisition by way of an Offer rather than by way of a Scheme or vice versa;
- (d) if the Offeror announces that it does not intend to proceed with the Acquisition and no new, revised or replacement Scheme or Offer is announced by the Offeror in accordance with Rule 2.7 of the Code at the same time;
- (e) any third party offer for the Shares is declared unconditional or, if implemented by way of a scheme of arrangement, becomes effective; or
- (f) the Scheme does not become effective by the Long Stop Date as defined in the Rule 2.7 Announcement (other than in circumstances where the Offeror has, prior to such date, elected to proceed by way of an Offer and announced the same in accordance with the requirements of Paragraph 8 of Appendix 7 to the Code, and such Offer has not lapsed or been withdrawn),

this undertaking (save for my obligations pursuant to paragraph 5 which shall remain in full force and effect) shall lapse but such lapse shall not affect any rights or liabilities under this undertaking in respect of any prior breach of this undertaking.

## **7 Switch to an Offer**

7.1 I acknowledge that the Offeror reserves the right (with the consent of the Panel) to implement the Acquisition by way of an Offer or may be obliged in certain circumstances to do so by the Panel. In the event that the Acquisition is implemented as an Offer, I confirm and agree that this undertaking shall only continue to be binding in respect of the Shares in circumstances in which the Panel requires the Offeror to make a mandatory contractual offer pursuant to Rule 9 of the Code and, in such circumstances only all references to the Scheme shall, where the context requires, be read as references to the Offer (or to both the Scheme and the Offer, as appropriate). Without prejudice to the generality of the foregoing and for the avoidance of doubt, references in this undertaking:

- (a) to voting in favour of resolutions which are necessary to implement, or which could assist in the implementation of, the Scheme and any transactions related to the Scheme shall be read and construed as including my acceptance of the Offer, which acceptance in such circumstances shall be tendered:

- (i) in respect of any Shares held in certificated form, so as to be received by the Company's registrars, Computershare Investor Services PLC, by not later than 3:00 pm on the business day prior to the date specified Offer Document as the latest date for acceptances under the Offer (or, in respect of any Shares subsequently acquired by me as referred to in paragraph 1.2 above, by not later than 3:00 pm on the business day prior to the date specified Offer Document as the latest date for acceptances under the Offer); and
- (ii) in respect of any Shares held in uncertificated form (including those subsequently acquired by me as referred to in paragraph 1.2 above), by sending Euroclear UK & Ireland Limited the relevant Transfer to Escrow instruction accepting the Offer by the same deadline,

and, notwithstanding that I may be entitled to withdraw any such acceptance(s) in respect of the Shares by virtue of any term of the Offer or pursuant to the Code, I shall not withdraw any such acceptance(s) and shall procure that any such acceptance(s) is/are not withdrawn;

- (b) to the Scheme becoming effective shall be read as references to the Offer becoming unconditional in all respects;
- (c) to the Scheme lapsing shall be read as references to the lapsing or withdrawal of the Offer; and
- (d) to the Scheme Circular shall be read as references to the Offer Document.

## 8 Interpretation, conditions and general

### 8.1 In this undertaking:

- (a) references to the **Acquisition** are to the acquisition of the Company by the Offeror pursuant to the Scheme or the Offer, as the case may be, and shall include any increased acquisition proposal(s) made by the Offeror ;
- (b) references to **business day** are to a day not being a Saturday or a Sunday on which banks are open for business in the City of London;
- (c) references to **Excluded Interests** mean the 18,502,079 shares in the Company held by the Mather Super Fund A/C and 204,151,800 shares in the Company held by DGR Global Limited;
- (d) references to **Offer** mean any takeover offer to implement the Acquisition made by or on behalf of the Offeror on such terms (including any new, increased, renewed or revised offer) as represents no diminution in the value of the consideration offered under the terms set

out in the Rule 2.7 Announcement or as may be required to comply with the requirements of the Panel, the Financial Conduct Authority or the London Stock Exchange;

- (e) references to the **Offer Document** shall mean the formal document containing the Offer and shall (where appropriate) include and extend to any related or ancillary document including any such document required to comply with any applicable law or regulation;
- (f) references to the **Panel** shall mean the UK Panel on Takeovers and Mergers;
- (g) references to the **Scheme** shall mean the scheme of arrangement to implement the Acquisition under Part 26 of the Companies Act 2006 substantially on the terms of the Rule 2.7 Announcement (or any other new, increased or revised scheme) as represents no diminution in the value of the consideration offered under the terms set out in the Rule 2.7 Announcement or as may be required to comply with the requirements of the Panel, the Financial Conduct Authority or the London Stock Exchange;
- (h) reference to the **Shares** shall only mean those shares set out in Schedule 1 and not, for the avoidance of doubt, the Excluded Interests;

and

- (i) references to the **Scheme Circular** shall mean the formal document containing the Scheme and shall (where appropriate) include and extend to any related or ancillary document including any such document required to comply with any applicable law or regulation

8.2 Nothing in this undertaking shall oblige the Offeror to announce or make the Acquisition.

8.3 With regard to any of the Shares not registered in my name, this undertaking is intended to secure that the registered holder(s) will approve the Scheme in respect of the Shares and the confirmations, representations, warranties and undertakings contained in this undertaking are given by me on behalf of such registered holder(s) and I undertake to ensure the compliance by such person(s) with those confirmations, representations, warranties and undertakings.

8.4 This undertaking shall be binding on my estate and personal representatives.

8.5 No term of this undertaking is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this undertaking.

8.6 This undertaking contains the whole agreement between the Offeror and me relating to the subject matter of this undertaking at the date hereof to the exclusion of any terms implied by law which may be excluded by contract. I acknowledge that I have not been induced to sign this undertaking by any representation, warranty or undertaking not expressly incorporated into it.



- 8.7 Any time, date or period mentioned in this undertaking may be extended by mutual agreement between the parties hereto or otherwise as provided herein but as regards any time, date or period originally fixed or so extended as aforesaid time shall be of the essence.

## 9 Governing law and jurisdiction

- 9.1 This undertaking and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law.

- 9.2 I hereby irrevocably:

- (a) agree that the courts of England and Wales are to have exclusive jurisdiction, and that no other court is to have jurisdiction to: (i) determine any claim, dispute or difference arising under or in connection with this undertaking or in connection with the negotiation, existence, legal validity, enforceability or termination of this undertaking, whether the alleged liability shall arise under the law of England and Wales or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts (**Proceedings**); and (ii) grant interim remedies, or other provisional or protective relief; and
- (b) submit to the exclusive jurisdiction of such courts and accordingly any Proceedings may be brought against me or any of my assets in such courts.

This undertaking has been executed as a deed and it has been delivered on the date stated at the beginning of this undertaking.

**Schedule 1**  
**Ownership of the Company Shares**

(1) Registered Holder	(2) Beneficial Owner	(3) Number of Shares
Vidacos Nominees Limited	Nicholas Mather	291,667
Peel Hunt LLP	Nicholas Mather	392,156
Vidacos Nominees Limited	Samuel Holdings Pty Ltd <Samuel Discretionary A/C>	34,458,154
Samuel Holdings Pty Ltd <Samuel Discretionary A/C>	Samuel Holdings Pty Ltd <Samuel Discretionary A/C>	3,574,879
Vidacos Nominees Limited	Samuel Capital Pty Ltd	11,508,711
Vidacos Nominees Limited	Mather Family Trust	15,521,636

**Schedule 2**  
**Ownership of Company options and awards**

(1) Name of Scheme/Plan	(2) Date of Grant	(3) Exercise Price/Date of vesting	(4) Number of Shares
N/A	N/A	N/A	N/A

Signed as a Deed by Nicholas Mather )

)

)

[Redacted Signature]

Signature of Director

in the presence of: )

)

)

[Redacted Signature]

Signature of witness

Name of witness: [Redacted]

Occupation of witness: [Redacted]

Address of witness: [Redacted]