

Dated 11 April 2025

RATIONAL EXPECTATIONS (PTY) LTD

as Lender

GEMFIELDS GROUP LIMITED

as Borrower

USD 4,646,000 LOAN AGREEMENT

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THIS AGREEMENT is dated 11 April 2025 and made **BETWEEN**:

- (1) **RATIONAL EXPECTATIONS (PTY) LTD** a company incorporated in South Africa with registered number 1997/003025/07 whose registered office is at Unit 203, Second Floor, Paardevlei RI, 12 Gardner Williams Avenue, Paardevlei, Somerset West, Western Cape, 7130, South Africa (the “**Lender**”); and
- (2) **GEMFIELDS GROUP LIMITED** a company incorporated in Guernsey with registered number 47656 whose registered office is at PO Box 186 Royal Chambers, St Julians Avenue, St Peter Port, Guernsey GY1 4HP (the “**Borrower**”).

WHEREAS

The Lender has agreed to make the Loan available to the Borrower upon the terms and conditions set out in this Agreement for the Purpose.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement:

“**Advance**” means the advance by the Lender to the Borrower under the Loan.

“**Agreement**” means this loan agreement (as amended, novated, varied, supplemented, extended or restated in writing from time to time).

“**Applicable Rate**” means 3.5% above SOFR.

“**associates**” has the meaning given to it by section 345 of the Companies Act 2006 of England and Wales.

“**Availability Period**” means the period from and including the date on which the Company announces the publication of the Circular, to and including the date falling 3 Business Days thereafter.

“**Business Day**” means a day (other than a Saturday, Sunday or public bank holiday) on which banks are open for general business in London, Johannesburg and Guernsey.

“**Change of Control**” means an entity or group of entities acting in concert, other than the Lender and/or its associates, being able to exercise control directly or indirectly over 50% or more of the voting rights capable of being cast on a poll at general meetings of the Borrower.

“**Circular**” means the circular to be published by the Borrower to its shareholders, dated the same date as this Agreement, pursuant to which the Borrower shall convene the Extraordinary General Meeting and intends to undertake the Rights Issue.

“**Encumbrance**” means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, or other security arrangement having a similar effect.

“**Event of Default**” means any event or circumstance specified as such in clause 9.

“**Extraordinary General Meeting**” means the extraordinary general meeting of the Borrower to be held at 123 Victoria Street, Westminster, London, SW1E 6DE at 10.00 a.m. on 19 May 2025 for the purposes of passing the Resolutions, or any adjournment thereof.

“Loan” means the USD 4,646,000 loan made available to the Borrower under this Agreement and as described in clause 3.

“Financial Indebtedness” means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent in respect of:

- (a) money borrowed from any person whatsoever and debit balances at banks;
- (b) any debt instrument;
- (c) acceptance credit facilities;
- (d) receivables sold otherwise than on a non-recourse basis;
- (e) deferred payments for assets or services acquired (but not ordinary trade credit);
- (f) finance leases and hire purchase contracts;
- (g) a counter-indemnity in respect of a guarantee given by a financial institution;
- (h) any other transaction having the commercial effect of a borrowing; and
- (i) guarantees of indebtedness of any person falling within any of (a) to (h) above.

“Interest Period” means, in relation to the Advance, a period which:

- (a) in relation to the first interest period (the **“First Interest Period”**), starts on the first day of the Availability Period and ends on the date on which the Rights Issue completes; and
- (b) in relation to each subsequent Interest Period (a **“Subsequent Interest Period”**), starts on the day after the last day of the immediately preceding Interest Period and ends on the date falling one month after its start date (or, if earlier, the Termination Date).

“Ordinary Shares” means the ordinary shares with a par value of USD0.00001 each in the capital of the Borrower.

“Purpose” means the purpose of the Loan as described in clause 4.

“Resolutions” means the resolutions set out in the notice of Extraordinary General Meeting which forms part of the Circular.

“Rights Issue” means the 10 new Ordinary Shares for 21 existing Ordinary Shares rights issue which the Borrower proposes to undertake, further details of which will be set out in the prospectus which is expected to be published (subject to the receipt of Shareholder Approval) on or around 20 May 2025 (the **“Prospectus”**).

“Shareholder Approval” means the approval of the Resolutions at the Extraordinary General Meeting.

“Signing Date” means the date of this Agreement being the date upon which both parties hereto enter into this Agreement.

“SOFR” means the secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published (before any correction, recalculation or republication by the administrator) by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).

“Termination Date” means, unless otherwise agreed in writing between the Lender and the Borrower, the earlier of:

- (a) if the Shareholder Approval is not obtained at the Extraordinary General Meeting, the date falling 5 Business Days after the Extraordinary General Meeting;
- (b) the date on which the Borrower receives, or would, but for the operation of any set-off right exercised by the Lender, have received, funds from the Lender in its capacity as shareholder and/or other shareholders of the Borrower, in connection with the Rights Issue;
- (c) the date falling 3 months after the first day of the Availability Period;
- (d) the Business Day falling immediately after the scheduled date for publication of the Prospectus (being 20 May 2025), if a Prospectus has not been published by the end of that Business Day; and
- (e) the date falling 30 calendar days after publication of the Prospectus, if the new Ordinary Shares issued pursuant to the Rights Issue have not been admitted to trading both on the Alternative Investment Market of the London Stock Exchange and the Johannesburg Stock Exchange by that date,

or such other date as may be agreed between the Borrower and the Lender in writing.

2 Interpretation

2.1 Unless a contrary intention appears, any reference in this Agreement to:

- (a) the "Lender" or the "Borrower" includes any one or more of its assigns, transferees and successors in title;
- (b) "clauses" and "schedules" are to be construed as references to the clauses of, and schedules to, this Agreement;
- (c) the words "include(s)", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (d) the words "other" and "otherwise" shall not be construed ejusdem generis with any preceding words where a wider construction is possible;
- (e) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality) or two or more of them;
- (f) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law one with which it is customary to comply with) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (g) headings and punctuation in this Agreement are for convenience only and do not affect its construction or interpretation;
- (h) unless the context otherwise requires, any word in this Agreement importing the singular shall include the plural and vice versa;

- (i) an Event of Default is "continuing" unless remedied by the Borrower (to the Lender's reasonable satisfaction) or waived by the Lender;
- (j) "\$", "USD" and "dollars" denote the lawful currency of the United States of America; and
- (k) "Rand" or "ZAR" denotes the lawful currency of South Africa.

2.2 Third Party Rights

- 2.2.1 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.
- 2.2.2 The parties to this Agreement may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Agreement without the consent of any person who is not a party to this Agreement.

3 The Loan

- 3.1 Unless the Lender and the Borrower agree otherwise, the Borrower may not request the Advance unless the Circular has been published by the Company, all the representations in clause 7 of this Agreement are correct and none of the undertakings in clause 8 of this Agreement have been breached as of the date of such request.
- 3.2 Subject to clause 3.1, the Borrower may request the Advance by written notice substantially in the form of the utilisation request in schedule 1 (a "**Utilisation Request**") (and such utilisation request may be sent by way of email in accordance with clause 11 of this Agreement) unless otherwise agreed in writing between the Lender and the Borrower.
- 3.3 A Utilisation Request may only be submitted during the Availability Period unless otherwise agreed in writing between the Lender and the Borrower.
- 3.4 The Advance requested must be in an amount equal to the Loan.
- 3.5 The Lender agrees that it shall make the Advance to the Borrower as requested in a Utilisation Request (provided that such Utilisation Request has been submitted in accordance with the terms of this Agreement) by electronic transfer within three Business Days of its receipt of a valid Utilisation Request.
- 3.6 Unless agreed otherwise between the Borrower and the Lender, the Loan may only be drawn in a single Advance.
- 3.7 The Lender and the Borrower expressly confirm that this Agreement and the terms and conditions contained herein are on arm's length terms.
- 3.8 The Lender and the Borrower acknowledge and agree that:
 - 3.8.1 no Advance shall be made, and the Availability Period shall not commence, unless and until the Circular is published by the Company;
 - 3.8.2 (unless the Lender and the Borrower agree otherwise), this Agreement shall automatically terminate in the event that the Company does not publish the Circular by 5:30 p.m. on 14 April 2025; and
 - 3.8.3 upon receipt of a valid Utilisation Request from the Borrower, the Lender shall be entitled to convert and pay the Advance from USD into Rand at the closing FX rate fixed (acting in good faith and

reasonably selected) by the Lender on the Business Day immediately prior to the date of the Utilisation Request.

4 Purpose of the Advance

4.1 The Advance will be utilised by the Borrower for general working capital purposes and for the development of its processing plant investment programme at Montepuez Ruby Mining Limitada.

4.2 The Lender is not obliged to monitor or verify the use of the Advance by the Borrower.

5 Interest

5.1 The Advance will bear interest:

(a) for the First Interest Period, at the Applicable Rate; and

(b) for any Subsequent Interest Period, at the Applicable Rate plus 2%,

in each case, as determined by the Lender.

5.2 The Lender will act reasonably and in good faith when calculating the Applicable Rate and agrees to use standard market conventions.

5.3 Interest will accrue daily on any unrepaid and outstanding portion of the Advance and shall compound on the last day of each Interest Period.

5.4 Subject to clause 6 below, all accrued interest will be payable on the Termination Date.

6 Repayment

6.1 The Borrower shall repay the Advance made to it (together with accrued interest) in full on the Termination Date.

6.2 If there is a Change of Control, the Lender may by written notice cancel the Loan and, by written notice, declare that the Advance (and all accrued interest calculated in accordance with this Agreement) is immediately due and payable, whereupon it shall become immediately due and payable.

6.3 A certificate from the Lender as to the amount at any time due from the Borrower to the Lender under this Agreement shall, in the absence of manifest error, be conclusive.

6.4 All payments made to the Lender by the Borrower under this Agreement shall be paid in USD (or such other currency as the Advance was made in) to such account of the Lender as is notified to the Borrower in writing.

6.5 The Borrower may not re-borrow any part of the Loan that has been repaid.

7 Borrower's representations

The Borrower warrants and represents to the Lender on the date of this Agreement and on each date until the date that all amounts due under this Agreement are repaid in full that:

7.1 Status

It is a duly incorporated company limited by shares, validly existing under the laws of the jurisdiction of its incorporation and has the power to own its assets and carry on its business as it is being conducted.

7.2 Power and authority

It has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this Agreement and the transactions contemplated by it.

7.3 Binding obligations

The obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations.

7.4 Non-contravention

The entry into and performance by it of, and the transactions contemplated by, this Agreement do not and will not contravene or conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument to the extent it would cause a material adverse effect on the Lender's rights and remedies under this Agreement.

8 Borrower's Undertakings

The Borrower will ensure that the undertakings contained in the rest of this clause 8 are complied with until the date that all amounts due under this Agreement are repaid in full.

8.1 Authorisations

The Borrower shall ensure that it has all authorisations, consents and licences necessary to enable it to enter into and perform its obligations under this Agreement and to enable it to conduct its business in its current form.

8.2 Compliance with laws

The Borrower shall comply with all laws to which it may be subject, other than minor and non-material breaches that have no material adverse effect on the Borrower's business or finances.

8.3 Ranking

The Borrower shall ensure that at all times any unsecured and unsubordinated claims of the Lender against it under this Agreement rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

8.4 Negative pledge

No Encumbrance will exist over any of its assets except for (i) Encumbrances already existing as at the date of this Agreement (ii) any netting or set-off arrangement entered into by the Borrower in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances (iii)

arising in the ordinary course of trading of the Borrower or (iv) as may be permitted by the Lender (acting reasonably).

8.5 Financial Indebtedness

The Borrower shall not incur any Financial Indebtedness other than (i) Financial Indebtedness already in existence as at the date of this Agreement (as the same may fluctuate from time to time), (ii) in the ordinary course of trading of the Borrower or (iii) as may be permitted by the Lender (acting reasonably).

8.6 Guarantees

Save in relation to Financial Indebtedness permitted under clause 8.5, the Borrower will not guarantee any Financial Indebtedness of any other person other than (i) its subsidiaries from time to time (including all guarantees in existence as at the date of this Agreement) (ii) in the ordinary course of trading of the Borrower or (iii) as may be permitted by the Lender (acting reasonably).

8.7 No insolvency

- (a) No order has been made, petition presented, resolution passed or meeting convened for the winding-up (or other process whereby the business concerned is terminated and the assets of the company concerned are distributed amongst the creditors and/or shareholders or other contributories) of the Borrower. There are no cases or proceedings under any applicable insolvency, reorganisation or similar laws in any jurisdiction concerning the Borrower and, to the best of the knowledge, information and belief of the Borrower, no events have occurred which, under applicable laws, would justify any such cases or proceedings.
- (b) No receiver (including an administrative receiver), liquidator, trustee, administrator, custodian or similar official has been appointed in any jurisdiction in respect of the whole or any part of the business or assets of any member of the Borrower and, so far as the Borrower is aware, no step has been taken for or with a view to the appointment of such a person.
- (c) The Borrower is not insolvent or unable to pay its debts as they fall due.

8.8 Disposals

There will be no disposal of a material part of its assets (whether by one transaction or a series of related transactions) other than on an arm's length and a fair value basis, and (i) in relation to the potential sale of Faberge Limited (ii) in the ordinary course of trade of the Borrower (iii) as part of the Rights Issue or (iv) as may be permitted by the Lender (acting reasonably).

8.9 Loans

The Borrower shall not make any new loans or otherwise grant any credit to any person except for (i) normal trade credit in the ordinary course of business of the Borrower (ii) in support of its subsidiaries from time to time or (iii) as permitted by the Lender (acting reasonably).

9 Events of Default

Each of the circumstances in this clause 9 (other than 9.7) is an event of default:

- 9.1** The Borrower fails to pay any amount payable by it under this Agreement on the date it falls due provided that such failure shall not be an Event of Default if it occurs solely for administrative or

technical reasons and such payment is received by the Lender within three Business Days after the date it falls due.

- 9.2** The Borrower fails to perform promptly any of its obligations under this Agreement (other than the obligations referred to in clause 9.1) unless such failure to perform can be remedied and is remedied (to the reasonable satisfaction of the Borrower) within 5 Business Days of the Borrower first becoming aware of the failure to so perform.
- 9.3** Any representation or warranty contained in this Agreement or in any document or instrument delivered under or in connection with this Agreement, is incorrect or misleading in any material respect when made or deemed to be made, unless it can be remedied and is remedied (to the reasonable satisfaction of the Borrower) within 5 Business Days of the Borrower first becoming aware of the failure to so perform.
- 9.4** It is or becomes unlawful for the Borrower to perform any of its obligations under this Agreement.
- 9.5** Any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement, restructuring plan or otherwise) of the Borrower;
 - (b) a composition, compromise, assignment or arrangement with any creditor of the Borrower;
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets; or
 - (d) enforcement of any security over any assets of the Borrower,
- or any analogous procedure or step is taken in any jurisdiction.

This Clause 9.5 shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of its commencement.

- 9.6** This Agreement becomes invalid or unenforceable or ceases to be in full force and effect for any other reason.
- 9.7** On and at any time after the occurrence of an Event of Default which is continuing, the Lender may by notice to the Borrower:
- (a) cancel all outstanding obligations of the Lender under this Agreement whereupon they shall immediately be cancelled;
 - (b) declare that the Advance (and all accrued interest calculated in accordance with this Agreement) is immediately due and payable, whereupon it shall become immediately due and payable; or
 - (c) declare that the Advance be payable on demand, whereupon it shall immediately become payable on demand by the Lender.

10 Tax Gross Up

10.1 Definitions

10.1.1 In this Agreement:

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

“Tax Deduction” means a deduction or withholding for or on account of Tax from a payment under this Agreement.

10.2 Tax gross-up

10.2.1 The Borrower shall make all payments without any Tax Deduction, unless a Tax Deduction is required by law.

10.2.2 The Borrower shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Lender accordingly.

10.2.3 If a Tax Deduction is required by law to be made by the Borrower, the amount of the payment due to the Lender from the Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

10.2.4 If the Borrower is required to make a Tax Deduction, the Borrower shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

11 Notices

11.1 Each communication to be made hereunder shall be made in writing but, unless otherwise stated, may be made by facsimile transmission or letter or email.

11.2 Any communication or document to be made or delivered pursuant to this Agreement shall (unless one party has by no less than 5 Business Days’ written notice to the other party hereto specified another address or another person for whose attention the communication or document should be marked) be made or delivered to:

(a) In the case of the Lender:

Address: Unit 203, Second Floor, Paardevlei RI, 12 Gardner Williams Avenue, Paardevl, Somerset West, Western Cape, 7130, South Africa

For the Attention of: James Mason

Email: james@rational.co.za

(b) In the case of the Borrower:

Address: 1 Cathedral Piazza, London, SW1E 5BP

For the Attention of: David Lovett (Chief Financial Officer)

AND/OR

Richard Pyke (Legal Counsel)

Email: david.lovett@gemfields.com and richard.pyke@gemfields.com

11.3 Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (a) if by way of letter, (i) when it has been left at the relevant address or (ii) five Business Days after being deposited in the post postage prepaid, in an envelope addressed to it at that address; or
- (b) if by way of email, when it has been sent.

11.4 Any communication or document which becomes effective, in accordance with this clause 11, after 5:00pm in the place of receipt shall be deemed only to become effective on the following Business Day.

12 Changes to the Parties

Neither the Lender nor the Borrower may assign or transfer any of its rights or obligations under this Agreement.

13 Amendments and Waivers

Any term of this Agreement may be amended or varied with the agreement in writing of the Borrower and the Lender.

14 Counterparts

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

15 Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

16 Law

This Agreement and any contractual or non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

17 Jurisdiction

17.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) or any non-contractual obligation arising out of or in connection with this Agreement (a "Dispute").

17.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

17.3 Nothing in this Agreement (or, unless provided otherwise, any document entered into in connection with it) shall prevent the Lender from applying to the courts of any other country for injunctive or other interim relief.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written.

Schedule 1

Form of Utilisation Request

To: Rational Expectations (Pty) Ltd

From: Gemfields Group Limited

Dated: 2025

Dear Sirs

USD 4,646,000 loan agreement dated (the "Loan Agreement")

1 We refer to the Loan Agreement. This is a Utilisation Request. Terms defined in the Loan Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.

2 We wish to borrow the Advance on the following terms:

Proposed Drawdown Date: ♦ (or, if that is not a Business Day, the next Business Day)

Currency of Loan: USD

Amount: 4,646,000

3 The proceeds of the Advance should be credited to [*South African bank account*].

Yours faithfully

.....

Director

for and on behalf of **Gemfields Group Limited**

LENDER

SIGNED by

_____, Director

for and on behalf of **RATIONAL EXPECTATIONS (PTY) LTD**

BORROWER

SIGNED by

_____, Director

for and on behalf of **GEMFIELDS GROUP LIMITED**

LENDER

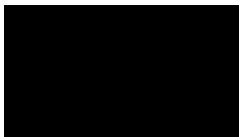
SIGNED by

_____, Director

for and on behalf of **RATIONAL EXPECTATIONS (PTY) LTD**

BORROWER

SIGNED by



Director

for and on behalf of **GEMFIELDS GROUP LIMITED**