

**DATED 11 April 2025**

**Rational Expectations (Pty) Ltd**  
as Substantial Shareholder

**Gemfields Group Limited**  
as Company

**RELATIONSHIP AGREEMENT**

**BCLP**

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DATED

11 April 2025

**PARTIES**

- (1) **Rational Expectations (Pty) Ltd**, a company duly incorporated under the laws of South Africa with registered number 1997/003025/07 whose registered office is at Unit 203, Second Floor, Paardevlei RI, 12 Gardner Williams Avenue, Paardevl, Somerset West, Western Cape, 7130, South Africa (the "**Substantial Shareholder**")
- (2) **Gemfields Group Limited**, a company incorporated in Guernsey with registered number 47656 whose registered office is at PO Box 186, Royal Chambers, St Julian's Avenue, St Peter Port, Guernsey, GY1 4HP, Channel Islands (the "**Company**")

**BACKGROUND**

- (A) The Company's ordinary share capital is admitted to trading on AIM and the JSE.
- (B) As at the date of this document, the Substantial Shareholder exercises, or controls the exercise of approximately 10.40% of the votes able to be cast on all or substantially all matters at general meetings of the Company and together with its Concert Parties, exercises, or controls the exercise of approximately 15.49% of the votes able to be cast on all or substantially all matters at general meetings of the Company. Further details of the Substantial Shareholder, the Concert Parties and their respective holdings in the Company as at the date of this Agreement are shown in the Schedule.
- (C) Given the size of the Substantial Shareholder's, together with its Concert Parties', interest in the share capital of the Company it has been agreed by the Company that the Substantial Shareholder shall be entitled, but not obliged to, nominate one person for appointment as a director of the Company.
- (D) The Substantial Shareholder and the Company wish to manage the relationship between them to ensure that, inter alia, (i) the Company shall be managed by the Board in accordance with the Articles and (ii) the Company and its subsidiaries will be capable at all times of carrying on its business independently of the Substantial Shareholder and its Concert Parties and that all transactions, agreements, arrangements and relationships between the Company and its subsidiaries and the Substantial Shareholder and its Concert Parties are at arm's length and on a normal commercial basis.
- (E) This Agreement has been executed as a deed by the parties.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 In this Agreement:**

"**AIM**" means the AIM Market operated by the London Stock Exchange.

"**AIM Rules**" means the AIM Rules for Companies as issued by the London Stock Exchange from time to time.

"**Applicable Laws**" means The Companies (Guernsey) Law, 2008, the Financial Services and Markets Act 2000 (as amended), the AIM Rules, the AIM Rules for

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Nominated Advisers, the City Code on Takeovers and Mergers, the King IV Code and the Market Abuse Regulation (EU 596/2014) as it applies in the UK.

**"Articles"** means the articles of incorporation of the Company from time to time.

**"Board"** means the board of directors of the Company from time to time.

**"Concert Parties"** means the companies listed in the Schedule under the heading *"Part B – Concert Parties"*.

**"Control"** means, in relation to a company, (whether directly or indirectly) the power (whether by ownership of shares, proxy, contract, management or otherwise) to: (a) cast or control the casting of more than 50% of the maximum number of votes in aggregate that might be cast at a general shareholders' meeting of that company; (b) appoint or remove more than 50% of the directors, managers or other equivalent officers of that company; or (c) direct the management and policies of that company whether through the ownership of voting interests, by contract or otherwise.

**"Core Activity"** means the business of exploration for, mining, cutting, polishing, processing, design, manufacture, marketing and production, distribution or sale of loose gemstones, excluding diamonds, and the sale internationally of high value luxury jewellery.

**"Group"** means the Company and its subsidiary undertakings (as defined in section 1162 of the Companies Act 2006) from time to time.

**"Independent Director"** means a director who is, at the relevant time, considered by the Board to be independent, as determined by reference to the King IV Code.

**"JSE"** means the Johannesburg Stock Exchange, a licensed exchange operated by JSE Limited, or the JSE Limited registration number 2005/022939/06, a public company incorporated in accordance with the laws of South Africa and licensed to operate the Johannesburg Stock Exchange under the Financial Markets Act.

**"JSE Rules"** means the listings requirements applicable to equity issues listed on the JSE from time to time.

**"King IV Code"** means the King Code of Governance Principles and the King Report on Governance introduced by the Institute of Directors in Southern Africa in November 2016.

**"London Stock Exchange"** means London Stock Exchange plc.

**"Nominated Adviser"** means the nominated adviser of the Company, as appointed for the purposes of the AIM Rules, from time to time.

**"Shareholder"** means a holder of Shares.

**"Shares"** means the ordinary shares in the capital of the Company.

**"Voting Rights"** means the voting rights attaching to any Shares or otherwise, whether on the Board or as a Shareholder.

1.2 In this Agreement, unless otherwise stated, reference to:

(a) a statute or statutory provision includes a reference to:

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- (i) any statutory amendment, consolidation or re-enactment of it to the extent in force from time to time;
- (ii) all orders, regulations, instruments or other subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) made under it to the extent in force from time to time; and
- (iii) any statute or statutory provision of which it is an amendment, consolidation or re-enactment,

except to the extent that, as between the parties, any amendment, consolidation or re-enactment coming into force after the date of this Agreement would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party under this Agreement;

- (b) a "person" includes a legal or natural person, partnership, association, trust, company, corporation, joint venture, government, state or agency of the state or other body;
- (c) the terms "**subsidiary**", "**parent undertaking**" and "**subsidiary undertaking**" shall be interpreted in accordance with the Companies Act 2006;
- (d) a governmental, local governmental, regulatory or administrative authority or agency includes its successors; and
- (e) a Clause or Schedule is to a clause of or schedule to, this Agreement and any reference to this Agreement includes its Schedules.

1.3 In this Agreement the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.

1.4 The headings in this Agreement are for ease of reference only and are to be ignored when interpreting this Agreement.

## 2 **SUBSTANTIAL SHAREHOLDER UNDERTAKINGS**

2.1 The Substantial Shareholder undertakes to the Company that it shall exercise its Voting Rights, and shall use its reasonable endeavours to procure that its Concert Parties shall exercise their respective Voting Rights, to procure that:

- (a) the Group shall be managed for the benefit of the Shareholders as a whole and independently of the Substantial Shareholder and its Concert Parties;
- (b) all transactions, agreements and arrangements between any member of the Group and the Substantial Shareholder or its Concert Parties shall be on an arm's length basis, on normal commercial terms and in compliance with and disclosed in accordance with all Applicable Laws;
- (c) if an Independent Director ceases to be an Independent Director of the Company for any reason, that Independent Director will (insofar as may be necessary to ensure that over 50% of the non-executive directors on the Board are Independent Directors) be replaced or supplemented as the case may be by a new non-executive Director, as the case may be, who is also an Independent Director;

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- (d) any amendment to the Articles which would be inconsistent with or undermine any of the provisions of this Agreement is not effected; and
- (e) subject to the Applicable Laws and the provisions of this Agreement, the Company shall be managed in accordance with its Articles and the King IV Code or any other corporate governance regime adopted by the Board from time to time.

2.2 The Substantial Shareholder undertakes to the Company that it shall not and shall use reasonable endeavours to procure that none of its Concert Parties shall:

- (a) take any action that would have the effect of preventing or might reasonably be expected to prevent any member of the Group from complying with its obligations under any of the Applicable Laws including AIM Rule 13; and
- (b) carry on, directly or indirectly, or be engaged in any Core Activity, or Control any company (other than the Company) carrying on, directly or indirectly, or engaged in any Core Activity.

### 3 REPRESENTATIVE ON THE BOARD

3.1 Subject to the provisions of this Clause, the Substantial Shareholder shall be entitled, but not obliged, to nominate one person for appointment as a director of the Company ("**Nominated Shareholder Director**") and to remove from office any person appointed as a Nominated Shareholder Director and, if it chooses, to nominate another person in his or her place in accordance with this Clause 3.

3.2 The Substantial Shareholder must:

- (a) ensure that any Nominated Shareholder Director has the necessary skills and experience required to be a non-executive director of the Company;
- (b) procure that, upon request by the Company and/or the Nominated Adviser, provide such information and documents as are reasonably required in order to allow the Nominated Adviser to conduct such due diligence as it deems appropriate in order to assess the suitability of the proposed Nominated Shareholder Director; and
- (c) ensure that any proposed Nominated Shareholder Director enters into a letter of appointment in such form as the Company may reasonably require.

3.3 The Substantial Shareholder shall consult with the chair of the Company's Nomination Committee as to the identity, qualifications and suitability of any individual proposed to be appointed as a Nominated Shareholder Director, prior to nominating any such person in accordance with this Clause 3. The Company's Nomination Committee reserves the right to request an alternative candidate if deemed necessary.

3.4 The Company may by notice in writing to any Nominated Shareholder Director (copied to the Substantial Shareholder) terminate the appointment of a Nominated Shareholder Director if this agreement is terminated in accordance with Clause 5.

3.5 Any nomination or removal pursuant to Clause 3.1 shall be effected by notice in writing signed by or on behalf of the Substantial Shareholder and lodged at the registered office of the Company. Any nomination notice served by the Substantial Shareholder shall include the information required to be disclosed by the Company pursuant to the JSE Rules and the AIM Rules in respect of the Nominated Shareholder Director. The Company shall procure that any Nominated Shareholder Director is



appointed to or removed from (save that the Board may decide not to remove such person as a director in which case he shall cease to be a Nominated Shareholder Director for the purposes of this Agreement) the Board in accordance with the Articles as soon as reasonably practicable following the relevant notice provided always that such Nominated Shareholder Director is not prohibited under the JSE Rules or the AIM Rules or prohibited by any other regulatory authority having legitimate jurisdiction over such appointment of the Company.

- 3.6 If the Nominated Adviser, acting reasonably, considers that any proposed Nominated Shareholder Director is unsuitable to act as a director of the Company, such proposed Nominated Shareholder Director shall not be appointed to the Board. In such circumstances, the Substantial Shareholder may nominate an alternative person who shall be subject to the same requirements of this Clause 3. If the Nominated Adviser rejects a proposed Nominated Shareholder Director, the Company shall request that the Nominated Adviser provides the grounds for such rejection and shall, if reasonably requested by the Substantial Shareholder, use its reasonable endeavours in conjunction with the Substantial Shareholder to make appropriate representations to the Nominated Adviser.
- 3.7 The Substantial Shareholder acknowledges that any Nominated Shareholder Director is subject to retirement as set out in the Articles and/or any corporate governance code adopted by the Board and, further, that there shall be no cause of action under this Agreement if the Shareholders vote against the appointment or re-election of a person nominated as a Nominated Shareholder Director. If any Nominated Shareholder Director is not elected or re-elected for appointment, the Substantial Shareholder will be entitled to nominate another person in his or her place who shall be appointed in accordance with this Clause 3, subject at all times to Clause 3.4.
- 3.8 During any Nominated Shareholder Director's appointment, the relevant Nominated Shareholder Director will be covered, and will continue to be covered, by the Company's directors' and officers' liability insurance on the terms in place from time to time on the same basis as the rest of the Board. The terms of the Company's directors' and officers' liability insurance and any other relevant policy of insurance shall be made available to the Substantial Shareholder by the Company on request.
- 3.9 The Company agrees that it shall undertake all necessary actions to ensure that the provisions of this Clause 3 are implemented including, without limitation, the proposal of any resolution to its shareholders required to implement the appointment of a Nominated Shareholder Director and for the Board to recommend that shareholders vote in favour. The Company further agrees not to propose any resolution to its shareholders which would, if passed, remove, restrict or reduce the rights of the Substantial Shareholder or any Nominated Shareholder Director set out in this Clause 3.

#### 4 **AMENDMENT OF THE ARTICLES**

- 4.1 The Company irrevocably undertakes to the Substantial Shareholder that:
- (a) at the first annual general meeting of the Company following the date of this Agreement (the "**First AGM**"), a special resolution shall be proposed by the Board to amend the Articles such that the maximum number of directors which may be appointed to the Board from time to time shall be increased from 8 to 10 persons (the "**Special Resolution**") and the Board shall recommend to Shareholders that they vote in favour of the Special Resolution; and

- (b) the Nominated Shareholder Director shall be recommended by the Board and proposed to be appointed as a director of the Company at the First AGM, by way of an ordinary resolution per article 22.3 of the Articles (the "**Ordinary Resolution**").

4.2 If the Special Resolution and / or Ordinary Resolution is not approved by the requisite shareholder majority at the First AGM:

- (a) the Board shall, as soon as practicable thereafter, convene an extraordinary general meeting of the Company (the "**EGM**") at which the Board shall re-propose the Special Resolution and / or Ordinary Resolution and the Board shall again recommend to the Shareholders that they vote in favour of it; and
- (b) the Nominated Shareholder Director shall be recommended by the Board and proposed to be appointed as a director of the Company at the EGM, by way of an Ordinary Resolution.

4.3 If the Special Resolution and / or Ordinary Resolution are not approved by the requisite shareholder majority at the First AGM or the EGM, then the Company shall use its best endeavours to ensure that the Nominated Shareholder Director is proposed to be appointed to the Board.

## 5 **TERMINATION**

This Agreement shall terminate and, except in respect of any prior breach, no party shall have any rights or obligations under it, on the Substantial Shareholder and its Concert Parties together ceasing to hold an interest, directly or indirectly, in Shares which confer not less than 12.5 per cent of the Voting Rights.

## 6 **INADEQUACY OF DAMAGES**

Without prejudice to any other rights or remedies that the Substantial Shareholder may have, the Company acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement. Accordingly, the Substantial Shareholder shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

## 7 **ANNOUNCEMENTS**

No announcement shall be made in relation to this Agreement unless:

- (a) it is in a form agreed by the parties; or
- (b) it is required to be made by law or by any securities exchange (or the rules thereof) or regulatory or governmental body to which a party is subject, in which case that party shall to the extent reasonably practicable consult with the other party as to the form, content and timing of the announcement.

## 8 **ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter.



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## **COSTS**

Each party shall pay the costs and expenses incurred by it in connection with this Agreement.

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## **WAIVER**

A failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any other breach.

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## **VARIATIONS**

No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

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## **INVALIDITY**

12.1

The illegality, invalidity or unenforceability of any provision of this Agreement under any law of any jurisdiction shall not affect or impair the legality, validity or enforceability of the rest of this Agreement, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction.

12.2

If any provision of this Agreement is held to be illegal, invalid or unenforceable under any law of any jurisdiction, that provision shall if possible apply in that jurisdiction with whatever modification or deletion is necessary so as best to give effect to the intention of the parties as recorded in this Agreement.

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## **COMMUNICATIONS**

13.1

Communications under this Agreement shall be in writing and delivered by hand or sent by recorded delivery post (or prepaid airmail, if the destination is outside the country of origin) to the relevant party at its address as set out in this Agreement or to the email address set out below. Without evidence of earlier receipt, communications are deemed received: if delivered by hand, at the time of delivery; if sent by recorded delivery, at 9.00am on the second business day after posting (or 9.00am on the fifth business day after posting if sent by prepaid airmail); or, if sent by email, at the earlier of:

- (a) the time a return receipt is generated automatically by the recipient's email server;
- (b) the time the recipient acknowledges receipt; and
- (c) 24 hours after transmission (unless in each case the sender receives notification that the email has not been successfully delivered),

and in the case of post it shall be sufficient to prove that the communication was properly addressed and posted and in the case of email that the email was sent to the appropriate email address and dispatch of transmission from the sender's external gateway was confirmed.

13.2

Communications to the Substantial Shareholder shall be addressed to James Mason (and if sent by email shall be sent to james@rational.co.za) and communications to the Company shall be addressed to the CFO and the Company Secretary (and if sent

by email shall be sent to [david.lovett@gemfields.com](mailto:david.lovett@gemfields.com) and [companysecretary@gemfields.com](mailto:companysecretary@gemfields.com)).

14 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

15 **GOVERNING LAW AND JURISDICTION**

15.1 This Agreement and any non-contractual obligations arising in connection with it (and, unless provided otherwise, any document entered into in connection with it) shall be governed by and construed in accordance with English law.

15.2 The English courts have exclusive jurisdiction to determine any dispute arising in connection with this Agreement (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.

**Delivered as a deed on the date of this document.**

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**Schedule  
Concert Parties**

Entity	Registration Number	Domicile	No. of Shares	Gemfields Group Limited Shareholding %
<b>Part A - Substantial Shareholder</b>				
Rational Expectations (Pty) Ltd	1997/003025/07	South Africa	121,421,618	10.40%
<b>Part B - Concert Parties</b>				
Afrika Avontuur Kapitaal (Pty) Ltd	2013/006306/07	South Africa	21,189,191	1.81%
Groenpunt Kapitaal Limited	124115	Mauritius	7,781,714	0.67%
Rozendal & Associates Holdings Ltd	124573	Mauritius	7,168,744	0.61%
Potdrie (Pty) Ltd	2017/365516/07	South Africa	3,409,371	0.29%
Beaucourt Holdings (Pty) Ltd	2015/056749/07	South Africa	465,846	0.04%
Wimsey Capital (Pty) Ltd	2000/013747/07	South Africa	15,000,000	1.28%
ZAR Ladbrook Opportunities (Pty) Ltd	2012/049657/07	South Africa	2,260,006	0.19%
Five Words Capital (Pty) Ltd	2012/050298/07	South Africa	2,200,000	0.19%
<b>Total</b>			<b>180,896,490</b>	<b>15.49%</b>

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**EXECUTION PAGE**

Executed as a deed by **RATIONAL  
EXPECTATIONS (PTY) LIMITED** acting  
by

)  
)  
)

[Redacted Signature]

(Name of director):  
in the presence of:

[Redacted Name]

Director

Name of witness:

[Redacted Name]

Signature of witness:

[Redacted Signature]

Address:

[Redacted Address]

Occupation:

[Redacted Occupation]

Executed as a deed by **GEMFIELDS  
GROUP LIMITED** acting by

)  
)  
)

(Name of director): .....  
in the presence of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

**EXECUTION PAGE**

Executed as a deed by **RATIONAL** )  
**EXPECTATIONS (PTY) LIMITED** acting )  
by )

(Name of director): .....  
in the presence of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by **GEMFIELDS** )  
**GROUP LIMITED** acting by )  
[Redacted] )

(Name of director): .....  
in the presence of:

Director

Name of witness: [Redacted]

Signature of witness: [Redacted]

Address: [Redacted]

Occupation: [Redacted]