



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

STRICTLY PRIVATE AND CONFIDENTIAL

March 10, 2025

SolGold plc
1 Cornhill
London EC3V 3ND
United Kingdom

Attention: Slobodan (Dan) Vujcic, Chief Executive Officer
Paul Smith, Chairman

Re: Technical Cooperation

Dear Mr. Vujcic & Mr. Smith,

We understand that SolGold plc (the “**Company**”) is pleased to receive technical assistance from Jiangxi Copper Co., Ltd (“**JCC**”) in connection with the Company’s wholly-owned Cascabel Copper-Gold Project in Ecuador. JCC is one of the largest producers of refined copper in the world and operates several copper mining operations. We, Jiangxi Copper (Hong Kong) Investment Company Limited (“**JCCHKI**”), a 100% subsidiary of JCC, has directly been a shareholder of the Company since 2022 and we look forward to furthering our cooperation with and support of the Company.

1. **Technical Consulting Services Provided by JCCHKI or its affiliated entities assigned by JCCHKI (“JCCHKIs”).** By the Company’s acceptance of this Deed, JCCHKIs agree to provide the Company, subject to mutual consent between the parties, with technical advisory services (“**Technical Consulting Services**”) including but not limited to:
 - (a) Feasibility study and associated planning;
 - (b) Mine site planning and general layout and associated design;
 - (c) Assistance with planning and implementation of permitting activities;
 - (d) Procurement and construction management;
 - (e) Other services related to exploration, development and mining activities; and
 - (f) Participating as a member of any technical committee set up by the Company.

2. **Cost and Fees.** All fees and costs for the Technical Consulting Services provided by JCCHKIs shall be borne by JCCHKIs, for the avoidance of any doubt, the aforementioned fees and costs only include the salaries and travel expenses of the personnel designated by JCCHKIs to provide technical consulting services for the purpose of this Deed. JCCHKIs



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

shall not charge the Company for the Technical Consulting Services unless otherwise agreed upon herein or in writing by both parties.

3. **Term.** This Deed shall be effective and binding to both parties for twenty-four (24) months from the date hereof and shall be extended by mutual agreement, provided that either the Company or JCCHKI may terminate the engagement under this Deed at any time from the date of this Deed upon written notice fifteen (15) days in advance to the other party. Upon termination of this Deed, JCCHKIs will return or destroy (at the Company's election) all information and documents held in its possession which has been held or developed in accordance with the provisions of this Deed.

4. **Confidentiality.** JCCHKI acknowledges that, in the course of providing the Technical Consulting Services, it may have access to confidential and proprietary information of the Company. JCCHKI agrees to keep all such information confidential and not to disclose it to any third party without the prior written consent of the Company. JCCHKI further acknowledges that JCCHKI and the Company are parties to a confidentiality agreement dated June 18, 2024 (the "Existing CA"). JCCHKI agrees to abide by the Existing CA, as may be amended from time to time. In addition, JCCHKIs acknowledges that some or all of the Confidential Information may be inside information for the purposes of the UK Market Abuse Regulation, which is the UK version of the EU Market Abuse Regulation (596/2014) that is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (UK MAR) and Part V of the Criminal Justice Act 1993 (CJA) and that parties who are in, or acquire, possession of Confidential Information may have inside information for the purposes of UK MAR and information as an insider for the purposes of the CJA. JCCHKIs consents to receiving this information and to being made an insider within the meaning of UK MAR and the CJA and will bring to the attention of those parties to who, from time to time receive this information, the prohibitions on market abuse set out in UK MAR and on insider dealing contained in the CJA. JCCHKIs will not make use of the Confidential Information to deal or to encourage another person to deal in price-affected securities under the CJA and will not disclose the Confidential Information to any person unless permitted to do so by the CJA and this agreement. JCCHKIs will not engage in any behaviour based on the Confidential Information that would amount to market abuse in relation to any financial instrument under UK MAR.

5. **Work Product.** The Company shall have a right to request a copy of any work product produced by JCCHKIs to the extent it results from the provision of the Technical Consulting Services and shall have a right to use such work product for any purpose it may determine, and it may publicly disclose such work product at any time. For the avoidance of doubt, this clause relates only to the work product in the provision of the Technical Consulting Services and does not apply to other information created or prepared by JCCHKIs in connection with their investment in the Company..



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

6. **Other Matters.** This Deed shall not be assignable by any party without the prior consent of the other party. This Deed and any non-contractual obligations arising out of it or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of, relating to, or having any connection with this Deed and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. Headings used herein are for ease of reference only and shall not affect the interpretation or construction of this letter agreement. This Deed may be executed by facsimile or other electronic transmission of signatures and in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. No waiver, amendment or other modification of this Deed shall be effective unless in writing and signed by each party to be bound thereby.
7. **No Partnership or Agency.** Nothing in this Deed shall constitute a partnership or joint venture between the parties, or constitute any party as agent of the other for any purpose whatsoever and no party shall have authority or power to bind the other or to contract in the name of or create liability for or against the other in any way or for any purpose save as expressly authorised in writing by the other from time to time. Nothing in this Deed shall deem the parties to be acting in concert in any way. Each party is entering into this Deed for its respective benefit and not for the benefit of any other person.



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

IN WITNESS WHEREOF this Deed has been duly executed and delivered as a deed by the parties or their duly authorized attorneys the day and the year first written above.

Executed and delivered as a DEED by

JIANGXI COPPER (HONG KONG) INVESTMENT COMPANY LIMITED

Acting by

Zhang Meng

Chairman/Director

Acting by

Ma Wentao

Director

EXECUTED and delivered as a DEED by

SOLGOLD PLC

acting by

Slobodan (Dan) Vujcic

a

Director

acting by

Paul Smith

a

Director



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

STRICTLY PRIVATE AND CONFIDENTIAL

March 10, 2025

SolGold plc
1 Cornhill
London EC3V 3ND
United Kingdom

Attention: Slobodan (Dan) Vujcic, Chief Executive Officer
Paul Smith, Chairman

Re: Technical Cooperation

Dear Mr. Vujcic & Mr. Smith,

We understand that SolGold plc (the “**Company**”) is pleased to receive technical assistance from Jiangxi Copper Co., Ltd (“**JCC**”) in connection with the Company’s wholly-owned Cascabel Copper-Gold Project in Ecuador. JCC is one of the largest producers of refined copper in the world and operates several copper mining operations. We, Jiangxi Copper (Hong Kong) Investment Company Limited (“**JCCHKI**”), a 100% subsidiary of JCC, has directly been a shareholder of the Company since 2022 and we look forward to furthering our cooperation with and support of the Company.

1. **Technical Consulting Services Provided by JCCHKI or its affiliated entities assigned by JCCHKI (“JCCHKIs”).** By the Company’s acceptance of this Deed, JCCHKIs agree to provide the Company, subject to mutual consent between the parties, with technical advisory services (“**Technical Consulting Services**”) including but not limited to:
 - (a) Feasibility study and associated planning;
 - (b) Mine site planning and general layout and associated design;
 - (c) Assistance with planning and implementation of permitting activities;
 - (d) Procurement and construction management;
 - (e) Other services related to exploration, development and mining activities; and
 - (f) Participating as a member of any technical committee set up by the Company.

2. **Cost and Fees.** All fees and costs for the Technical Consulting Services provided by JCCHKIs shall be borne by JCCHKIs, for the avoidance of any doubt, the aforementioned fees and costs only include the salaries and travel expenses of the personnel designated by JCCHKIs to provide technical consulting services for the purpose of this Deed. JCCHKIs



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

shall not charge the Company for the Technical Consulting Services unless otherwise agreed upon herein or in writing by both parties.

3. **Term.** This Deed shall be effective and binding to both parties for twenty-four (24) months from the date hereof and shall be extended by mutual agreement, provided that either the Company or JCCHKI may terminate the engagement under this Deed at any time from the date of this Deed upon written notice fifteen (15) days in advance to the other party. Upon termination of this Deed, JCCHKIs will return or destroy (at the Company's election) all information and documents held in its possession which has been held or developed in accordance with the provisions of this Deed.
4. **Confidentiality.** JCCHKI acknowledges that, in the course of providing the Technical Consulting Services, it may have access to confidential and proprietary information of the Company. JCCHKI agrees to keep all such information confidential and not to disclose it to any third party without the prior written consent of the Company. JCCHKI further acknowledges that JCCHKI and the Company are parties to a confidentiality agreement dated June 18, 2024 (the "Existing CA"). JCCHKI agrees to abide by the Existing CA, as may be amended from time to time. In addition, JCCHKIs acknowledges that some or all of the Confidential Information may be inside information for the purposes of the UK Market Abuse Regulation, which is the UK version of the EU Market Abuse Regulation (596/2014) that is part of UK law by virtue of the European Union (Withdrawal) Act 2018 (UK MAR) and Part V of the Criminal Justice Act 1993 (CJA) and that parties who are in, or acquire, possession of Confidential Information may have inside information for the purposes of UK MAR and information as an insider for the purposes of the CJA. JCCHKIs consents to receiving this information and to being made an insider within the meaning of UK MAR and the CJA and will bring to the attention of those parties to who, from time to time receive this information, the prohibitions on market abuse set out in UK MAR and on insider dealing contained in the CJA. JCCHKIs will not make use of the Confidential Information to deal or to encourage another person to deal in price-affected securities under the CJA and will not disclose the Confidential Information to any person unless permitted to do so by the CJA and this agreement. JCCHKIs will not engage in any behaviour based on the Confidential Information that would amount to market abuse in relation to any financial instrument under UK MAR.
5. **Work Product.** The Company shall have a right to request a copy of any work product produced by JCCHKIs to the extent it results from the provision of the Technical Consulting Services and shall have a right to use such work product for any purpose it may determine, and it may publicly disclose such work product at any time. For the avoidance of doubt, this clause relates only to the work product in the provision of the Technical Consulting Services and does not apply to other information created or prepared by JCCHKIs in connection with their investment in the Company..



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

6. **Other Matters.** This Deed shall not be assignable by any party without the prior consent of the other party. This Deed and any non-contractual obligations arising out of it or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising out of, relating to, or having any connection with this Deed and waive any objection to proceedings before such courts on the grounds of venue or on the grounds that such proceedings have been brought in an inappropriate forum. Headings used herein are for ease of reference only and shall not affect the interpretation or construction of this letter agreement. This Deed may be executed by facsimile or other electronic transmission of signatures and in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. No waiver, amendment or other modification of this Deed shall be effective unless in writing and signed by each party to be bound thereby.
7. **No Partnership or Agency.** Nothing in this Deed shall constitute a partnership or joint venture between the parties, or constitute any party as agent of the other for any purpose whatsoever and no party shall have authority or power to bind the other or to contract in the name of or create liability for or against the other in any way or for any purpose save as expressly authorised in writing by the other from time to time. Nothing in this Deed shall deem the parties to be acting in concert in any way. Each party is entering into this Deed for its respective benefit and not for the benefit of any other person.



江西铜业（香港）投资有限公司
Jiangxi Copper (Hong Kong) Investment Company Ltd

IN WITNESS WHEREOF this Deed has been duly executed and delivered as a deed by the parties or their duly authorized attorneys the day and the year first written above.

Executed and delivered as a DEED by

JIANGXI COPPER (HONG KONG) INVESTMENT COMPANY LIMITED

Acting by _____
Zhang Meng
Chairman/Director

Acting by _____
Ma Wentao
Director

EXECUTED and delivered as a DEED by

SOLGOLD PLC

_____ acting by _____
Slobodan (Dan) Vujcic
a **Director**

_____ acting by _____
Paul Smith
a **Director**