EXECUTIVE COMPENSATION CLAWBACK POLICY

Adopted by the Board of Meridian Mining plc on 24 April 2026

1 INTRODUCTION

The Board of Directors (the "**Board**") of Meridian Mining plc (formerly, Meridian Mining UK Societas) (the "**Company**") has adopted this executive compensation clawback policy (this "**Policy**") to apply in the event of a material restatement ("**Restatement**") of the Company's financial or other results in connection with material non-compliance with financial reporting requirements or the misstatement of public disclosure, including, but not limited to, reported reserves or resources which are subsequently determined to be overstated, due to willful misconduct by an Executive of the Company.

2 SCOPE

This Policy applies to the Company and all of its current and future subsidiaries, and for the purposes hereof, references to the Company or Meridian are deemed to include references to each of the foregoing.

3 OBJECTIVE

In the event of a Restatement of the reported financial or operating results of the Company due to material non-compliance with financial reporting requirements or the misstatement of public disclosure, including, but not limited to, reported reserves or resources which are subsequently determined to be overstated, the objective of this Policy is to establish and reserve the right of the Company to require recovery of Incentive Compensation (as defined below) that would not otherwise have been paid if the correct Company performance data had been used to determine the amount payable.

4 DEFINITIONS

For purposes of this Policy, in addition to the terms defined elsewhere in this Policy, the following terms shall have the meanings set out below:

(a) "**Executives**" means the Executive Chairman, Chief Executive Officer, President, Chief Financial Officer, Chief Operating Officer, Controller, any Vice-President of the Company in charge of a principal business unit, division or function and any other officer or person who performs a significant policy-making function for the Company, as determined by the Board from time to time, and "Executive" refers to one of such individuals.

(b) "**Incentive Compensation**" shall mean all cash bonuses or awards under the Company's incentive bonus plans, all grants and awards under the Company's equity incentive plans, including all Share Units, all payments made on or relating to the vesting or exercise of any Share Units and any other incentive compensation that may be paid or granted from time to time based on the achievement of financial results.

(c) "**Share Units**" means, collectively, stock options, restricted share units, deferred share units pursuant to the Company's Omnibus Incentive Plan, or other similar plans or

forms of share units granted to Executives from time to time under any incentive compensation plans, as amended or adopted by the Company from time to time.

(d) "**Wrongful Conduct**" shall mean fraud, gross negligence or intentional misconduct.

5 RECOVERY OF EXCESS COMPENSATION

In situations where:

(a) the amount of Incentive Compensation received by an Executive or former Executive was calculated based upon, or contingent on, the achievement of certain results that were subsequently the subject of or affected by a Restatement of all or a portion of the Company's public information;

(b) the amount of the Incentive Compensation received by an Executive or former Executive was calculated based upon, or contingent on, the accurate disclosure of public information;

(c) the Board determines that the Executive or former Executive engaged in Wrongful Conduct that caused, partially caused or meaningfully and directly contributed to the need for the Restatement; and

(d) the Incentive Compensation payment received would have been lower had the financial results been properly reported;

then the Board may, to the full extent permitted by applicable laws and to the extent it determines that it is in the Company's best interest to do so, require reimbursement (up to the amount by which the Incentive Compensation received by such Executive exceeds that which the Executive would have received had the results been properly reported) of all or a portion of Incentive Compensation received by an Executive made under the Company's incentive plans.

5.2 The Board may delegate to the Compensation Committee and Corporate Governance and Nominating Committee (and together with the Compensation Committee referred to as the "**Committees**") all determinations to be made and actions to be taken by the Board under this Policy. Any determination made by the Board or the Committees under this Policy shall be final, binding and conclusive on all parties.

5.3 The recovery period under this Policy expires at the end of the third financial year following the year for which the inaccurate performance criteria were reported.

6 DISCLOSURE OF POLICY

The Company will include adequate disclosure in its management information circular regarding this Policy, including all disclosure required by applicable laws.

7 REPORTING

7.1 In accordance with Code Provision 38 of the UK Corporate Governance Code 2024, the Company shall include in its Annual Report:

(a) a description of the circumstances in which malus and clawback provisions under this Policy could be used;

(b) whether any malus or clawback provisions were applied during the relevant reporting period; and

(c) if malus or clawback provisions were applied during the reporting period, a clear explanation of the basis for such application, to the extent permitted by law and subject to confidentiality considerations.

7.2 The Board (or the Committees, as applicable) shall ensure that such disclosures are prepared and included in each Annual Report and that the disclosures are consistent with applicable legal and regulatory requirements.

8 REVIEW

This Policy may be amended by the Board from time to time. Changes to this Policy will be communicated to all persons to whom this Policy applies.

9 EFFECTIVE DATE

This Policy applies only to Incentive Compensation paid or awarded after the date of its adoption. Compensation paid or awarded prior to that date is not subject to this Policy.