



IMPLATS

IMPLATS
Distinctly Platinum



Annexure A
Long-term Incentive Plan 2018

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1. INTRODUCTION

- 1.1. The Impala Platinum Holdings Limited Long-Term Incentive Plan 2018 is introduced as a new long-term incentive. Once the Plan has been adopted, no new awards will be made under the Company's existing share plan, namely the Impala Platinum Holdings Limited Long-Term Incentive Plan 2012.
- 1.2. The purpose of the Plan is to provide selected Employees of the Employer Companies with the opportunity of receiving Shares in the Company. The provision of Shares will be used as both an incentive to Participants to deliver the Group's business strategy over the long-term and as a retention mechanism. This will provide Participants with the opportunity to share in the success of the Company and provide alignment between these Participants and shareholders.

2. INTERPRETATION

- 2.1. In these Rules, unless inconsistent with the context, the following words and expressions shall have the following meanings:
 - 2.1.1 "Accrue" the coming into being of a legal entitlement to an amount;
 - 2.1.2 "Act" the Companies Act 71 of 2008 as amended and any re-enactment or replacement thereof;
 - 2.1.3 "Allocated" for purposes of setting the Plan limit referred to in Rule 5, shall mean the expected number of Shares to be delivered on Vesting of an Award for any one Performance Share and/or Restricted Share and/or Matching Share and/or Bonus Share Awarded;
 - 2.1.4 "Annual Bonus" the annual cash bonus award in terms of the rules of the Executive Incentive Scheme;
 - 2.1.5 "Annual Guaranteed Remuneration Package" the Annual Guaranteed Remuneration Package of an Employee as stated in the employee's initial letter of appointment or the latest salary adjustment or promotion letter;

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- 2.1.6 “Auditors” the auditors of the Company from time to time;
- 2.1.7 “Award”
- (a) an award of a specified number of Performance Shares to an Employee in terms of the Plan; and/or
 - (b) an award of a specified number of Restricted Shares to an Employee in terms of the Plan, which Restricted Shares will be held in escrow by the Escrow Agent on behalf of the Participant until the Vesting Date;
 - (c) an award of a specified number of Bonus Shares to an Employee in terms of the Plan, which Bonus Shares will be held in escrow by the Escrow Agent on behalf of the Participant until the Vesting Date; and/or
 - (d) an award of a specified number of Matching Shares in terms of the Plan,
- on the basis that an Employee may forfeit the rights to the Performance Shares and/or Bonus Shares and/or Matching Shares in the circumstances set out in the Award Letter, and the word “Awarded” shall bear a similar meaning;
- 2.1.8 “Award Date” the date, specified in the Award Letter, on which an Award is made to an Employee (being a date not earlier than the date on which the Committee resolved to make such Award to the Employee) and the Employee will be deemed to have automatically accepted the Award on this date, unless otherwise instructed or specified in the Rules;
- 2.1.9 “Award Letter” a letter containing the information specified in Rule 6.3 sent by the Company, or its nominee, and on the recommendation of the Employer Company, to an

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		Employee informing the Employee of the grant of an Award to him;
2.1.10	“Bonus Shares”	Shares, which will be held in escrow on behalf of the Participant until the Vesting Date and which are subject to Vesting Conditions as more fully described in 4.3 and 4.4 below;
2.1.11	“Business Day”	any day on which the JSE is open for the transaction of business;
2.1.12	“Capitalisation Issue”	a capitalisation issue as contemplated in section 47 of the Act;
2.1.13	“Change of Control”	<p>all circumstances where a party (or parties acting in concert), directly or indirectly, obtains alone, or in combination –</p> <ul style="list-style-type: none">(a) beneficial ownership of more than 50% (fifty percent) of the Company’s issued Shares; or(b) the ability to exercise, or control the exercise, of the majority of the voting rights associated with securities of the Company at shareholder meetings of the Company; or(c) the right to appoint or elect, or control the appointment or election of, or remove, Directors who control a majority of the votes at board meetings of the Company; or(d) the ability to materially influence the policy of the Company in a manner comparable to a person who, in ordinary commercial practice, would be able to exercise an element of control referred to in clauses (b) or (c), <p>by means of, including, but not limited to, the consummation of, an amalgamation or merger or</p>

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- consolidation of the Company with any other business or entity, or upon a sale of all or the greater part of the Company's assets or undertaking, or a sale of shares in the Company, with the necessary approval of the Company's shareholders, if applicable;
- 2.1.14 "Change of Control Date" the date on which the Change of Control of the Company becomes effective;
- 2.1.15 "Commit" the written election made by a Participant in the prescribed format in terms of which the Participant elects to participate in the Minimum Shareholding Requirement Scheme, and the word "Committing" shall bear a similar meaning;
- 2.1.16 "Committee" the Social, Transformation and Remuneration Committee of the board of Directors, the members of which do not hold any executive office within the Group, charged with the administration of all or part of the Plan;
- 2.1.17 "Company" Impala Platinum Holdings Limited (Registration Number 1957/001979/06);
- 2.1.18 "Country Schedule" a schedule to these Rules to be adopted as directed by the Committee, governing participation in the Plan by Participants employed by the Group in jurisdictions other than South Africa. Such a Country Schedule shall form part of the Rules, and in the event of a conflict between the respective provisions of the Country Schedule and the Rules, the relevant provision/s of the Rules shall prevail;
- 2.1.19 "Date of Termination of Employment" the date upon which a Participant is no longer permanently employed by, or ceases to hold salaried office in any Employer Company; provided that where a Participant's employment is terminated without notice or on terms in lieu of notice, the Date of Termination of Employment shall be deemed to occur on the date on

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		which the termination takes effect and where such employment is terminated with notice, the Date of Termination of Employment shall be deemed to occur upon the date on which that notice expires;
2.1.20	“Directors”	the directors of the Company from time to time;
2.1.21	“Employee”	any person holding full-time salaried employment or office with any Employer Company, including any executive director, but excluding any non-executive director of the Group;
2.1.22	“Employer Company”	a company in the Group which employs a Participant and which will have an obligation to Settle Shares to such Participant, unless otherwise provided for;
2.1.23	“Escrow Agent”	Investec Limited (Registration Number 1972/008905/07;
2.1.24	“Financial Year”	the financial year of the Company, running from 1 July to 30 June of each year as at the date of adoption of this Plan;
2.1.25	“Group”	the Company and its Subsidiary/ies from time to time and the expression “member of the Group” shall be construed accordingly;
2.1.26	“JSE”	the exchange operated by the JSE Limited (Registration Number 2005/022939/06), a public company duly registered and incorporated in accordance with the company laws of South Africa, licensed as an exchange under the Financial Markets Act, No. 19 of 2012;
2.1.27	“JSE Listings Requirements”	the Listings Requirements as amended from time to time by the JSE, whether by way of practice note or otherwise;

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2.1.28	“Liquidation Date”	the date on which any successful application for the final or provisional liquidation of the Company is lodged at the relevant court;
2.1.29	“Market Value”	the three day volume weighted average price of a Share on the JSE, on the last trading day preceding the date on which a determination of the Market Value of the Shares is to be made for the purposes of these Rules;
2.1.30	“Matching Shares”	an amount of Shares calculated as 1 (one) Matching Share for every 3 (three) Shares Committed by a Participant of his/her Restricted Shares; Performance Shares; Bonus Shares and/or Personal Shares as more fully described in 4.10 below;
2.1.31	“Minimum Shareholding Requirement”	the minimum amount of Shares to be held by a Participant at a date specified in the Award Letter, which minimum amount of Shares entitles a Participant to be Awarded the Matching Shares;
2.1.32	“Minimum Shareholding Requirement Scheme”	a scheme within the Rules in terms of which a Participant is required to Commit a pre-determined number of Shares in order to be Awarded the Matching Shares in the event that the Minimum Shareholding Requirement is met at a date specified in the Award Letter;
2.1.33	“Participant”	an Employee who has accepted or is deemed to have accepted an Award made to him in terms of the Plan and includes the executor of such Employee’s deceased estate where appropriate;
2.1.34	“Performance Condition”	any condition imposed on a Participant in the Award Letter requiring prescribed performance levels to be achieved in order for the Performance Shares to Vest;
2.1.35	“Performance Period”	the period in respect of which a Performance Condition is to be satisfied, as set out in the Award Letter;

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2.1.36	“Performance Shares”	Shares, the Settlement of which may be subject to the fulfilment of the Performance Condition, for the portion of the Award subjected thereto, and the Vesting Condition, as specified in the Award Letter and as more fully described in below;
2.1.37	“Personal Shares”	Shares owned by a Participant, either through: (a) a previous Vesting; or (b) acquired by a Participant on the market;
2.1.38	“Plan”	the Impala Platinum Holdings Limited Long-Term Incentive Plan 2018 constituted by these Rules, and as amended from time to time;
2.1.39	“Prohibited Period”	(a) a closed period, as defined in the JSE Listings Requirements applicable to the Company from time to time; or (b) any other period when there exists any matter, which constitutes unpublished price sensitive information in relation to the Company’s securities;
2.1.40	“Recharge Policy”	a written policy in force from time to time between the Company and Employer Company, regulating the funding of the Settlement;
2.1.41	“Restricted Shares”	Shares, which will be held in escrow on behalf of the Participant until the Vesting Date, which can be forfeited in the circumstances set out in the Award Letter as more fully described in 4.2 below;
2.1.42	“Retirement”	in relation to a Participant, retirement as determined by the Employer Company, and includes early retirement approved by the Company after the age of 55 (fifty five);
2.1.43	“Rules”	the Rules of the Plan set out herein, as amended from time to time;

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- 2.1.44 “Settlement” delivery to a Participant of the required number of Shares to which a Participant is entitled, in accordance with the Settlement methods stipulated in Rule 6.6, and the words “Settle” and “Settled” shall bear a similar meaning;
- 2.1.45 “Settlement Date” the date on which Settlement shall occur;
- 2.1.46 “Share” an ordinary share in the capital of the Company and includes any security/ies which are attributable to such ordinary share following a Change of Control, including the Matching Shares;
- 2.1.47 “Subsidiary” a company which is a subsidiary of the Company, within the meaning of the Act;
- 2.1.48 “Vest”
- (a) in respect of an Award of Performance Shares, a Participant becoming entitled to receive beneficial ownership of a Share after confirmation by the Directors that the Performance Condition and/or Vesting Condition have been fulfilled, as set out in the Award Letter; and/or
 - (b) in respect of an Award of Restricted Shares and/or Bonus Shares and/or Matching Shares, a Participant becoming entitled to receive beneficial ownership of a Share after confirmation by the Directors that the Vesting Condition has been fulfilled as set out in the Award Letter,

provided that:

- (a) Vesting will only take place on the first Business Day of the month following the date after confirmation by the Directors that the Performance Conditions and/or Vesting Conditions have been fulfilled; and

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(b) Vesting will not take place prior to the expiry of a Prohibited Period, and should Vesting per the Award Letter take place during a Prohibited Period, such Vesting will only take place on the Business Day following the expiry of the Prohibited Period,

and the words “Vesting” and “Vested” shall bear a similar meaning;

2.1.49 “Vesting Condition” the condition of continued employment with the Group for the duration of the Vesting Period up to and including the Vesting Date, as specified in Rule 8, Rule 9 and/or Rule 10, unless otherwise stated in Rule 11, and applicable to all Awards;

2.1.50 “Vesting Date” the date on which Vesting occurs; and

2.1.51 “Vesting Period” the period specified in the Award Letter for which the Participant should fulfil the Vesting Condition.

2.2. The headings in these Rules are inserted for reference purposes only and shall in no way govern or affect the interpretation hereof.

2.3. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of these Rules.

2.4. Unless the context indicates otherwise, an expression that denotes any gender includes the others; a natural person includes a created entity (corporate or unincorporated) and the singular includes the plural, and *vice versa* in each case.

2.5. References in these Rules to any statutory provisions include a reference to those provisions as amended or replaced from time to time and include any subordinate legislation made under them from time to time. Any reference to a particular section in a statutory provision is to that section as at the date of adoption of this Plan, and as amended or re-enacted from time to time and/or an equivalent measure in a statutory provision, provided that if as a result of such amendment or re-enactment, the specific requirements of a section referred to in this Plan are changed, the

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relevant provision of this Plan shall be read also as if it had been amended as necessary, without the necessity for an actual amendment.

2.6. When any number of days is prescribed in this Plan, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

2.7. Unless a contrary intention clearly appears:

2.7.1. if figures are referred to in numerals and in words and if there is any conflict between the two, the words shall prevail;

2.7.2. the words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s; any reference in this Plan to another agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented;

2.7.3. any reference in this Plan to another agreement or document shall be construed as a reference to such other agreement or document as same may have been, or may from time to time be, amended, varied, novated or supplemented; and

2.7.4. the words "other" and "otherwise" shall not be construed *eiusdem generis* with any preceding words if a wider construction is possible.

3. THE PLAN

These Rules shall govern all Awards made in terms of the Plan on or after the approval of the Plan by the shareholders of the Company by passing an ordinary resolution (requiring a 75% (seventy five percent) majority of the votes cast in favour of such resolution by all shareholders present or represented by proxy at the shareholders meeting to approve such resolution).

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4. OPERATION OF THE PLAN

Basis upon which Awards are made

Award of Performance Shares

- 4.1. The basis upon which the Awards of Performance Shares are made by the Committee includes the following:
 - 4.1.1. Awards of Performance Shares will be made on an annual basis, but subject to the provisions of Rules 4.11 and 4.12.
 - 4.1.2. The number of Performance Shares subject to an Award made to an Employee will primarily be based on the Employee's Annual Guaranteed Remuneration Package, grade, performance, retention and attraction requirements and market benchmarks.
 - 4.1.3. A Participant will not be entitled to any shareholder rights prior to the Settlement of an Award of Performance Shares.
 - 4.1.4. In all instances, Vesting of the Awards of Performance Shares will be subject to the Vesting Condition for the duration of the Vesting Period, unless otherwise stated in Rule 11.
 - 4.1.5. To the extent subject thereto, Vesting of the Awards of Performance Shares will also be subject to the satisfaction of the Performance Condition measured over the Performance Period.

Award of Restricted Shares

- 4.2. The basis upon which the Awards of Restricted Shares are made includes the following:
 - 4.2.1. Awards of Restricted Shares will be made on an annual basis, but subject to the provisions of Rules 4.11 and 4.12.
 - 4.2.2. The number of Restricted Shares subject to an Award made to a Participant, and the extent to which the Award of Restricted Shares is made will be subject to:

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- 4.2.2.1. the Participant agreeing in writing in the prescribed format prior to the communication by the Employer Company of the Annual Bonus that he acknowledges that he will forfeit any Annual Bonus or a percentage thereof that has not Accrued. The effect of this is that the Participant will not receive an Annual Bonus or a percentage thereof nor will the Annual Bonus or a portion thereof Accrue to the Participant for the relevant Financial Year during which the Award is made; and
 - 4.2.2.2. the retention requirements as set out in the Award Letter.
- 4.2.3. For the duration of the Vesting Period, during which the Restricted Shares will be held in escrow by the Escrow Agent, the Participant will be entitled to full shareholder rights in respect of the Restricted Shares, including specifically voting rights (through the Escrow Agent as set out in Rule 4.6) and dividends.

Award of Bonus Shares

- 4.3. The basis upon which the Awards of Bonus Shares are made includes the following:
 - 4.3.1. Awards of Bonus Shares will be made on an annual basis, but subject to the provisions of Rules 4.11 and 4.12.
 - 4.3.2. The number of Bonus Shares which will be awarded to an Employee will be determined using the annual bonus received in terms of the Executive Incentive Scheme.
- 4.4. For the avoidance of doubt, the Annual Bonus which is taken into account for the purpose of calculating the amount of Bonus Shares which will be Awarded to an Employee includes any portion of the Annual Bonus which has been forfeited in terms of the Rules and as referred to in Rule 4.2.2.1 above.
- 4.5. The extent to which the Award of Bonus Shares is made will be subject to the conditions as set out in the Award Letter.

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Voting of Restricted Shares and/or Bonus Shares

- 4.6. For the duration of the Vesting Period, during which the Restricted Shares and/or Bonus Shares will be held in escrow by the Escrow Agent, the Escrow Agent shall be entitled, on behalf of the Participants, to exercise the voting rights attached to the Restricted Shares and/or Bonus Shares on any matter to be determined at any shareholders' meeting of the Company in relation to which the holders of Restricted Shares and/or Bonus Shares are entitled to vote ("**Proposed Shareholders' Resolution**"). The Escrow Agent shall be obliged within a reasonable period prior to voting, to dispatch a written notice to the relevant Participants describing the Proposed Shareholders' Resolution and asking each of them to direct the Escrow Agent as to the manner in which those Restricted Shares and/or Bonus Shares shall be voted by the Escrow Agent, (i.e. in favour of/against/abstention) by a written notice delivered to the Escrow Agent by a date which date may not be later than 5 (five) Business Days prior to the date of the Proposed Shareholders' Resolution stipulated in the notice.
- 4.7. On receipt of all the written returns, the Escrow Agent shall count the votes in favour of and against the Proposed Shareholders' Resolution, as well as any non-returns and abstentions. The Escrow Agent shall thereafter vote on the Proposed Shareholders' Resolution:
 - 4.7.1. the number of votes by Participants in favour of the Proposed Shareholders' Resolution, by voting the same number of Restricted Shares and/or Bonus Shares in favour of the Proposed Shareholders' Resolution;
 - 4.7.2. the number of votes by Participants against the Proposed Shareholders' Resolution, by voting the same number of Restricted Shares and/or Bonus Shares against the Proposed Shareholders' Resolution; and
 - 4.7.3. the number of non-returns or abstentions as the Escrow Agent in its discretion determines.
- 4.8. Upon the Vesting of the Restricted Shares and/or Bonus Shares, the Restricted Shares and/or Bonus Shares will be released to the Participant by the Escrow Agent.

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- 4.9. In all instances, Vesting of the Restricted Shares and/or the Bonus Shares will be subject to the Vesting Condition for the duration of the Vesting Period, unless otherwise stated in Rule 9.

Award of Matching Shares under the Minimum Shareholding Requirement Scheme

- 4.10. The basis upon which Matching Shares are Awarded by the Committee under the Minimum Shareholding Requirement Scheme includes the following:

4.10.1. Upon a Participant Committing to participate in the Minimum Shareholding Commitment Scheme, such Participant will become entitled to be Awarded Matching Shares as set out in the Award Letter.

4.10.2. Awards of Matching Shares will be made on an annual basis, but subject to the provisions of Rules 4.10.3, 4.11 and 4.12.

4.10.3. The Award of Matching Shares will be subject to:

4.10.3.1. A Participant Committing to participate in the Minimum Shareholding Requirement Scheme in writing in the prescribed format as set out in the Award Letter;

4.10.3.2. the Participant meeting the Minimum Shareholding Requirement at a future date specified in the Award Letter; and

4.10.3.3. Vesting Conditions as set out in the Award Letter.

4.10.4. At the future date specified in the Award Letter, and to the extent that the Participant met the Minimum Shareholding Requirement at that date, the Matching Shares which have been Awarded to the Participant under the Minimum Shareholding Requirement Scheme will Vest (for the avoidance of doubt, a Participant shall have no shareholder rights in respect of Matching Shares prior to the Vesting of the Matching Shares).

4.10.5. In all instances, Vesting of the Awards of Matching Shares will be subject to a Participant meeting the Minimum Shareholding Requirement on the Vesting Date as set out in the Award Letter.

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- 4.11. The Committee may from time to time, in its discretion:
 - 4.11.1. call upon the Employer Companies to make recommendations to the Committee as to which of their respective Employees they recommend to incentivise or retain the services of by the Award of Performance Shares; Restricted Shares; Bonus Shares and/or Matching Shares; and
 - 4.11.2. approve the grant of Awards to the Employees.
- 4.12. The Committee will have the final authority to decide:
 - 4.12.1. which Employees will participate in the Plan in respect of each Award;
 - 4.12.2. whether the Awards will be in the form of Performance Shares, Restricted Shares, Bonus Shares or Matching Shares, or a combination thereof;
 - 4.12.3. the aggregate quantum of Awards to be made to all Employees;
 - 4.12.4. the Vesting Period and Vesting Date in respect of each Award;
 - 4.12.5. the extent to which the Award will be subject to the Performance Condition, the terms of the Performance Condition and the Performance Period; and
 - 4.12.6. all other issues relating to the governance of the Plan.
- 4.13. If, and when the Committee approves the granting of an Award, the Committee shall notify the Company and the Employer Company of each Employee who has been approved for participation in the Plan.
- 4.14. Each Employer Company of an Employee whose participation in the Plan has been approved shall, in writing, acknowledge to the Committee participation of its respective Employees in the Plan.
- 4.15. The Company, or its nominee, shall issue an Award Letter to every Employee who has been approved for participation in the Plan as soon as is practically possible after receiving the Committee's notification in terms of Rule 4.13.

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- 4.16. The Employer Companies will remain responsible to procure the Settlement of the benefits under the Plan to the Participants employed by them on the Settlement Date, or as may otherwise be regulated under the Recharge Policy.

5. PLAN LIMITS

5.1. Overall limit

- 5.1.1. Subject to Rule 5.1.4, the aggregate number of Shares which may be Allocated under the Plan shall not exceed 36,738,919 (thirty six million seven hundred and thirty eight thousand nine hundred and nineteen) Shares (which represents approximately 5% of the number of issued Shares as at the date of approval of the Plan by shareholders of the Company). At no stage may the aggregate number of Shares allocated under the Plan and/or any other share plan exceed 5% of the number of issued Shares of the Company. To the extent that there is a discrepancy between the number of Shares and the percentage of issued Shares it represents, the number of Shares will take precedence.
- 5.1.2. The limit referred to in Rule 5.1.1 shall include Shares held by a Subsidiary in treasury account or a trust established by the Company which holds Shares in treasury account and which have been designated for utilisation by the Company in Settlement of this Plan as contemplated in Rules 6.6.2.2 and 6.6.2.3 and new Shares allotted and issued by the Company in Settlement of this Plan as contemplated in Rules 6.6.2.4 and 6.6.2.6.
- 5.1.3. The limit referred to in Rule 5.1.1 shall exclude the following:
- 5.1.3.1. Shares purchased in the market as contemplated in Rule 6.6.2.1 in Settlement of this Plan; and
 - 5.1.3.2. Shares Allocated by way of Awards under the Plan which have not been issued and have been forfeited by Participants or which have lapsed without being exercised by, and issued to, Participants, and such Shares shall revert back to the Plan.

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5.1.4. The Committee must, where required, adjust the number of Shares available for the Plan (without the prior approval of the Company in a general meeting) and the number of Shares subject to existing Awards in the manner contemplated in clause 13.

5.1.5. The Auditors, or other independent advisor acceptable to the JSE, shall confirm to the JSE in writing that any such adjustment has been properly calculated on a reasonable and equitable basis, in accordance with the Rules.

5.2. Individual limit

Subject to the provisions of Rule 13, the maximum number of Shares Allocated in respect of all Awards granted to any Participant in respect of this Plan shall not exceed 3,673,892 (three million six hundred and seventy three thousand eight hundred and ninety two) Shares (which represents approximately 0.5% of the number of issued Shares as at the date of approval of the Plan by shareholders). To the extent that there is a discrepancy between the number of Shares and the percentage of issued Shares it represents, the number of Shares will take precedence.

6. MAKING AND SETTLEMENT OF AWARDS

6.1. Time when Awards may be made

6.1.1. The Committee may select any Employee for participation in the Plan, and make an Award to such Employee:

6.1.1.1. after the Plan has been approved by shareholders as contemplated in Rule 3;

6.1.1.2. after the publication of the Company's annual results for the relevant financial year. However, the Committee may, on behalf of an Employer Company, allow an Employee to join the Plan part way through a Financial Year of the Company by making an Award as soon as is practically possible after the interim results are published; and

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6.1.1.3. on any day on which there are no restrictions on the making of Awards being restrictions imposed by or as a result of a Prohibited Period, statute, order, regulation or directive, or by any code adopted by the Company based on the provisions relating to dealings in securities by directors contained in the JSE Listings Requirements.

6.2. Performance Condition in respect of Performance Shares

6.2.1. The Vesting of an Award of Performance Shares may be made subject to the satisfaction of the Performance Condition to be set by the Committee.

6.2.2. Any such Performance Condition imposed under Rule 6.2.1 shall be objective and set out in, or attached in the form of a schedule to, the Award Letter.

6.2.3. In respect of an Award of Performance Shares subject to the Performance Condition, should an event occur at any point during the Performance Period which causes the Committee to consider that the Performance Condition is no longer appropriate, the Committee may substitute or vary the Performance Condition in such manner as:

6.2.3.1. is reasonable in the circumstances; and

6.2.3.2. produces a fairer measure of performance and is not materially less or materially more difficult to satisfy. The Award will then take effect subject to the Performance Condition as so substituted or varied.

6.3. Award Letter

6.3.1. The Award Letter shall be in writing and shall specify the terms of the Award including:

6.3.1.1. the name of the Employee;

6.3.1.2. the Award Date;

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- 6.3.1.3. the form of the Award, i.e. Performance Shares, Restricted Shares, Bonus Shares, Matching Shares and/or a combination thereof;
- 6.3.1.4. the number of Shares subject to an Award;
- 6.3.1.5. the Vesting Date;
- 6.3.1.6. the Vesting Condition;
- 6.3.1.7. the Vesting Period;
- 6.3.1.8. the extent to which the Award of Performance Shares will be subject to the Performance Condition and/or the Performance Period;
- 6.3.1.9. the Minimum Shareholding Requirement; and/or
- 6.3.1.10. any other relevant terms and conditions.

6.4. **Award of Performance Shares and/or Restricted Shares and/or Bonus Shares and/or Matching Shares**

6.4.1. An Award shall:

- 6.4.1.1. be personal to the Employee to whom it is addressed and may only be acted on by such Employee; and
- 6.4.1.2. indicate that the Award will be deemed to have been accepted automatically by the Employee on the Award Date, unless the Employee specifically rejects the Award in writing to the Company within 5 (five) Business Days of the Award Date.

6.5. **Consideration for Shares**

Save for Securities Transfer Tax which the Employer Company will recover from the Participant, the Participant will not be required to give any consideration for the grant or Settlement of an Award. The method of recovering the Securities Transfer Tax amount will be agreed between the Employer Company and the Participant

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prior to the Settlement Date and, failing such agreement being reached, the Employer Company may withhold such amount required from the Participant's salary or other payments due to him from the Employer Company.

6.6. Settlement of Awards

6.6.1. Following the Vesting of an Award, either the Company or the relevant Employer Company shall within 30 (thirty) days of the Vesting Date procure the Settlement of that number of Shares to the Participant (without deducting any costs or income tax) in accordance with the settlement method described in Rule 6.6.2.

6.6.2. Any one of the following Settlement methods may be used, as directed by the Committee:

6.6.2.1. the Company or relevant Employer Company will, if so instructed by the Committee, incur an expense by making a cash contribution to any third party equal in value to the required number of Shares in Settlement of the Award on the basis that the third party will acquire the required number of Shares on the market and effect Settlement to the Participant. Where the Company incurs the costs in the form of the cash contribution, the Company will recharge such costs to the relevant Employer Company in terms of the Recharge Policy; or

6.6.2.2. the relevant Employer Company by which that Participant is employed will use Shares held in treasury account and effect Settlement to that Participant; or

6.6.2.3. the Company or relevant Employer Company by which that Participant is employed will, if so instructed by the Committee, incur an expense by making a cash contribution to any Subsidiary holding Shares in treasury account for Settlement to that Participant, which Subsidiary shall not be an Employer Company for the purposes of the Plan, on the basis that the Subsidiary will deliver the Shares to the Participant for and on behalf

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of the Company or relevant Employer Company, for the purpose of discharging the Company or relevant Employer Company's obligation to deliver Shares to Participants. Where the Company incurs the costs in the form of the cash contribution, the Company will recharge such costs to the relevant Employer Company in terms of the Recharge Policy. The cash contribution which the Company or relevant Employer Company shall make to the Subsidiary shall be either:

- 6.6.2.3.1. the Market Value per Share on the Settlement Date; or
- 6.6.2.3.2. an amount equal to the cost incurred by the Subsidiary in acquiring the Shares held in treasury; or
- 6.6.2.4. the Company or relevant Employer Company will, if so instructed by the Committee, incur an expense by making a cash contribution to a third party equal in value to the subscription price of the Shares concerned, on the basis that the third party will acquire the number of Shares required for the purpose of discharging such Employer Company's obligation to deliver Shares to Participants by way of subscription for new Shares to be allotted and issued by the Company, for a subscription price per Share of the Market Value per Share on the Settlement Date.
- 6.6.2.5. where the Company incurs the costs in the form of the cash contribution, the Company will recharge such costs to the relevant Employer Company in terms of the Recharge Policy; or
- 6.6.2.6. the Company will, if so instructed by the Committee, issue Shares to the Participants, and recharge the related costs to the respective Employer Company in terms of the Recharge Policy.

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- 6.6.3. The number of Shares delivered to the Participant in Settlement shall be that stipulated in the Award Letter irrespective of the cost to the Company or Employer Company.

7. ASSESSMENT OF COMPLIANCE WITH PERFORMANCE CONDITION

- 7.1. As soon as reasonably practicable after the end of the Performance Period in relation to an Award of Performance Shares which were made subject to the Performance Condition, the Committee shall assess compliance with the Performance Condition and determine the extent to which it has been satisfied.
- 7.2. The Committee shall calculate the number of Performance Shares (if any) that Vest in each Participant, by reference to the extent to which the Performance Condition has been satisfied, and shall notify the Participant of this fact accordingly.
- 7.3. To the extent that the Committee determines that the Performance Condition has not been fulfilled, the Performance Shares subject to the Performance Condition shall not Vest and will be forfeited immediately. The Participant shall be notified of such fact accordingly.
- 7.4. In the event that the Performance Condition has to be assessed prior to the end of the Performance Period, as envisaged by Rules 11 and 12, the Committee will have regard to the following when determining whether, and the extent to which, the Performance Condition has been satisfied:
 - 7.4.1. where the event which triggers the early assessment occurs within 6 (six) months of the end of the Company's Financial Year, the Performance Condition will be assessed by reference to the results reported by the Company in respect of the previous Financial Year; and
 - 7.4.2. where the event which triggers the early assessment occurs more than 6 (six) months after the end of the Company's Financial Year, the Performance Condition will be assessed by reference to the results to be reported by the Company in respect of the forthcoming Financial Year.

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8. VESTING OF THE PERFORMANCE SHARES

- 8.1. Subject to Rules 7, 11 and 12, an Award of Performance Shares will Vest on the date or dates specified in the Award Letter to be the Vesting Date, provided the Vesting Condition and/or Performance Condition specified in the Award Letter has/have been fulfilled.
- 8.2. The effect of an Award in respect of Performance Shares Vesting will be that the Participant becomes entitled to the delivery of the Shares comprised in the Award, free of any further restrictions, in Settlement thereof.
- 8.3. Notwithstanding Rules 8.1 and 8.2, if a Participant Committed all or a portion of his/her Performance Shares to the Minimum Shareholding Requirement Scheme prior to the Vesting Date, the Committed Performance Shares will continue to be subject to the Vesting Condition until the date specified in the Award Letter pertaining to the Matching Shares. Such Committed Performance Shares will following the date referred to in Rules 8.1 and 8.2 be treated as Restricted Shares for purposes of Rule 11;
- 8.4. No amount will be payable by the Participant in respect of Performance Shares on the Vesting Date.

9. VESTING OF THE RESTRICTED SHARES

- 9.1. An Award of Restricted Shares will Vest on the date/s specified in the Award Letter to be the Vesting Date, provided that the Vesting Condition specified in the Award Letter has been fulfilled.
- 9.2. The effect of an Award in respect of Restricted Shares Vesting will be:
 - 9.2.1. the Shares will be released to the Participant by the Escrow Agent;
and
 - 9.2.2. full ownership rights, including the right to freely dispose of the Shares will vest in the Participant.
- 9.3. In the event that the Vesting Condition has not been fulfilled by the Participant, the Restricted Shares held in escrow by the Escrow Agent will be forfeited by the Participant and will revert back to the Plan, and will be held by the Escrow Agent

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and re-allocated at the relevant time to other Participants pursuant to Award Letters.

- 9.4. Notwithstanding Rules 9.1 and 9.2, if a Participant Committed all or a portion of his/her Restricted Shares to the Minimum Shareholding Requirement Scheme prior to the Vesting Date, the Committed Restricted Shares will continue to be subject to the Vesting Condition until the date specified in the Award Letter pertaining to the Matching Shares;
- 9.5. No amount will be payable by the Participant in respect of Restricted Shares on the Vesting Date.

10. VESTING OF THE BONUS SHARES

- 10.1. An Award of Bonus Shares will Vest on the date/s specified in the Award Letter as follows subject to the Vesting Condition being fulfilled:
 - 10.1.1. 50% (fifty percent) of the Bonus Shares will Vest after a period of 1 (one) year from the date of the Award; and
 - 10.1.2. 50% (fifty percent) of the Bonus Shares will Vest after a period of 2 (two) years from the date of the Award.
- 10.2. The effect of an Award in respect of Bonus Shares Vesting will be:
 - 10.2.1. the Shares will be released to the Participant by the Escrow Agent; and
 - 10.2.2. full ownership rights, including the right to freely dispose of the Shares will vest in the Participant.
- 10.3. In the event that the Vesting Condition has not been fulfilled by the Participant, the Bonus Shares held in escrow by the Escrow Agent will be forfeited by the Participant and will revert back to the Plan, and will be held by the Escrow Agent and re-allocated at the relevant time to other Participants pursuant to Award Letters.
- 10.4. Notwithstanding Rules 10.1 and 10.2, if a Participant Committed all or a portion of his/her Bonus Shares to the Minimum Shareholding Requirement Scheme prior to the Vesting Date, the Committed Bonus Shares will continue to be subject to the

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Vesting Condition until the date specified in the Award Letter pertaining to the Matching Shares. Such committed Bonus Shares will following the date referred to in Rules 10.1 and 10.2 be treated as Restricted Shares for purposes of Rule 11;

- 10.5. No amount will be payable by the Participant in respect of Bonus Shares on the Vesting Date.

11. TERMINATION OF EMPLOYMENT AND DEATH

11.1. Resignation, dismissal or abscondment

11.1.1. If a Participant's employment with any Employer Company terminates by reason of:

11.1.1.1. his resignation; or

11.1.1.2. dismissal on grounds of misconduct, proven poor performance or proven dishonest or fraudulent conduct (whether such cessation occurs as a result of notice given by him or otherwise or where he resigns to avoid dismissal on ground of misconduct, poor performance or proven dishonest or fraudulent conduct); or

11.1.1.3. his abscondment,

the Awards of Performance Shares, Bonus Shares and/or Matching Shares made to him that have not Vested, shall be forfeited in their entirety and will be forfeited immediately on the Date of Termination of Employment. For the avoidance of doubt, any committed Performance Shares and/or Bonus Shares referred to in Rules 8.3 and/or 10.4 will be unaffected by this provision.

11.2. Death, Retrenchment, Retirement, ill-health, injury, disability and sale of Employer Company

11.2.1. If a Participant's employment with any Employer Company terminates prior to the Vesting Date by reason of:

11.2.1.1. death; or

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- 11.2.1.2. retrenchment, as determined in accordance with the Employer Company's policy; or
- 11.2.1.3. Retirement; or
- 11.2.1.4. ill-health, injury or disability; or
- 11.2.1.5. the Participant's Employer Company ceasing to be a member of the Group or the undertaking in which he is employed being transferred to a transferee which is not a member of the Group; or
- 11.2.1.6. other terminations and exceptional circumstances as determined by the Committee,

a portion of the Award of Performance Shares and/or Bonus Shares and/or Matching Shares shall Vest on the Date of Termination of Employment or as soon as reasonable thereafter. The portion of the Award which shall Vest will be calculated in accordance with Rules 11.2.2 to 11.2.5.

- 11.2.2. In respect of an Award of Performance Shares not subject to the Performance Condition, the portion of the Award which shall Vest will reflect the number of complete months served since the Award Date to the Date of Termination of Employment, over the total number of months in the Vesting Period.
- 11.2.3. In respect of an Award of Performance Shares subject to the Performance Condition, and if the Participant's employment is terminated due to:
 - 11.2.3.1. death, the Committee will calculate whether, and the extent to which the Performance Condition has been satisfied on the Date of Termination of Employment by reference to the immediately preceding Financial Year and if it has been satisfied, the portion of the Award which shall Vest will be determined based on the number of complete months served since the Award Date to the

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Date of Termination of Employment over the total number of months in the Vesting Period; or

- 11.2.3.2. retrenchment, Retirement, ill-health, injury, disability and sale of Employer Company, the Committee will calculate whether, and the extent to which the Performance Condition has been satisfied in accordance with Rule 7.4 on the Date of Termination of Employment and, if it has been satisfied, the portion of the Award which shall Vest will be determined based on the number of complete months served since the Award Date to the Date of Termination of Employment over the total number of months in the Vesting Period.
- 11.2.4. In respect of an Award of Bonus Shares, a portion of the Award shall Vest on the Date of Termination of Employment. The portion of the Award which will Vest will reflect the Vesting Condition *pro-rated* for the number of months served since the Award Date over the total number of months in the Vesting Period. The Portion of the Award that does not Vest will lapse on the aforementioned date.
- 11.2.5. In respect of an Award of Matching Shares, a portion of the Award shall Vest on the Date of Termination of Employment. The portion of the Award which will Vest will reflect the Minimum Shareholding Requirement for the specific Participant *pro-rated* for the number of months served since the Award Date over the total number of months in the Vesting Period, provided that such adjusted Minimum Shareholding Requirement has been met on the Date of Termination of Employment. The Portion of the Award that does not Vest will lapse on the aforementioned date.
- 11.2.6. Awards of Restricted Shares and/or any Committed Performance Shares and/or Bonus Shares referred to in Rules 8.3 and 10.4 will be unaffected by this provision and will not be forfeited by the Participant nor lapse. Such Restricted Shares and/or Committed Performance Shares and/or Bonus Shares referred to in Rules 8.3 and 10.4 will be released by the Escrow Agent and transferred to the personal account

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of the Participant as soon as possible following the Date of Termination of Employment.

- 11.2.7. To the extent that there is more than one Vesting Date and more than one Vesting Period in respect of a particular Award, the calculation set out in Rules 11.2.2 to 11.2.5 should be carried out in respect of each Vesting Period.
- 11.2.8. The portion of the Award that does not Vest will be forfeited on the Date of Termination of Employment.
- 11.2.9. For the avoidance of doubt, any Awards which have already Vested will be unaffected by this provision.
- 11.2.10. For the purposes of this Rule 11, a Participant will not be treated as ceasing to be an Employee of an Employer Company if, on the same date on which he ceases to be an Employee of an Employer Company, he is employed by another Employer Company.

12. CHANGE OF CONTROL

- 12.1. Subject to Rule 12.3, in the event of a Change of Control of the Company occurring before the Vesting Date, and the person acquiring Control determining that the Plan should terminate –
 - 12.1.1. a portion of the Award of Performance Shares will Vest on the Change of Control Date, or as soon as reasonably practicable thereafter. The portion of the Award which shall Vest will be calculated in accordance with Rule 12.1.1.1 and 12.1.1.2:
 - 12.1.1.1. in respect of Awards of Performance Shares not subject to Performance Conditions, the portion of the Award which shall Vest will reflect the number of complete months served since the Award Date to the Change of Control Date, over the total number of months in the Vesting Period;
 - 12.1.1.2. in respect of Awards of Performance Shares subject to Performance Conditions, in determining the portion of

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the Awards which shall Vest, the Committee will calculate whether and the extent to which the Performance Conditions have been satisfied in accordance with Rule 7.4 and, if they have been satisfied, the portion of the Award of Performance Shares which shall Vest will be determined based on the number of complete months served since the Award Date to the Change of Control Date, over the total number of months in the Vesting Period;

- 12.1.2. in respect of the Awards of Restricted Shares and/or Bonus Shares subject to the Vesting Conditions, a portion of the Award of Restricted Shares will Vest on the Change of Control Date, or as soon as reasonably practicable thereafter. The portion of the Award which shall Vest will be calculated in accordance with the number of complete months served since the Award Date to the Change of Control Date, over the total number of months in the Vesting Period;
 - 12.1.3. in respect of the Matching Shares, the portion of the Award which shall Vest will reflect the number of Restricted Shares Vested and/or any committed Performance Shares and/or Bonus Shares referred to in Rules 8.3 and 10.4 *pro-rata* to the number of months served in the Financial Year in which the Change of Control occurs, pro-rated over the total number of months in the Vesting Period.
- 12.2. The Employer Company shall discharge its obligation to Settle to a Participant any Shares in terms of this Rule 12 by paying to a Participant an amount equal to the Market Value of such Shares as at the Change of Control Date. However, a Participant shall be Settled in Shares where he has made such election in writing and giving effect to such election is not restricted in terms of any restriction or requirement for shareholder approval imposed by or as a result of a Prohibited Period, statute, order, regulation or directive, or by any code adopted by the Company based on the provisions relating to dealings in securities by directors contained in the JSE Listings Requirements.
- 12.3. The portion of the Award that does not Vest on the Change of Control Date as a consequence of the person acquiring Control determining that the Plan should

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terminate, will continue to be subject to the terms of the Award Letter relating thereto, unless the Committee determines that the terms of the Award Letter relating thereto are no longer appropriate. In this case, the Committee shall make adjustments to the number of Awards or convert Awards into awards in respect of shares in one or more other companies, provided the Participant is no worse off. The Committee may also vary the Performance Condition in accordance with Rule 6.2.3.

- 12.4. The Shares which have Vested will continue to be in issue as set out in the Award Letter in the event of a Change of Control.
- 12.5. If the Company undergoes a Change of Control pursuant to a transaction, the terms of which make provision for the Plan to continue in existence and for Participants' rights under this Plan to be accommodated on a basis which is determined by an independent merchant bank to be fair and reasonable to Participants, the provisions of 12.1 to 12.4 shall not apply, provided that, in such an event, if a Participant's employment by any member of the Group is terminated for any reason whatsoever (including his resignation) within 12 (twelve) months following the Change of Control Date he shall be entitled to be Settled on *mutatis mutandis* the basis of 12.1 to 12.4 being applicable.
- 12.6. If there is an internal reconstruction of the Company and/or the Group or other event which does not involve any change in the ultimate Control of the Company or if any other event happens which may affect Awards, including the Shares ceasing to be listed on the JSE, the Awards held by a Participant shall not Vest as a consequence of that event and shall continue to be governed by the Rules of the Plan. However, if the terms of the Award Letter are no longer appropriate, the number of Performance Shares and/or Restricted Shares and/or Bonus Shares subject to an Award and the Performance Condition in relation to Performance Shares shall be adjusted, or the Awards shall be converted into awards in respect of shares in one or more other companies, provided the Participant is no worse off.

13. VARIATION IN SHARE CAPITAL

Capitalisation Issue, subdivision or consolidation of shares, liquidation, rights issue, etc.

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- 13.1. In the event of a:
 - 13.1.1. Capitalisation Issue; or
 - 13.1.2. a rights issue; or
 - 13.1.3. a subdivision of Shares; or
 - 13.1.4. a consolidation of Shares; or
 - 13.1.5. reduction of capital;
 - 13.1.6. the Company entering into a scheme of arrangement as contemplated in section 114 of the Act; or
 - 13.1.7. the Company making distributions to shareholders, as defined in the Act, including a distribution *in specie*, other than a dividend paid in the ordinary course of business out of the current year's retained earnings,

Participants shall continue to participate in the Plan. The Committee may make such adjustment to the number of unvested Performance Shares and/or Restricted Shares and/or Matching Shares and/or Bonus Shares comprised in the relevant Award or take such other action to place Participants in no worse a position as regards their proportionate entitlement to the Award than they were prior to the happening of the relevant event and to provide that the fair value of the Award immediately after the event is materially the same as the fair value of the Award immediately before the event.

- 13.2. The issue of Shares as consideration for an acquisition, and the issue of Shares for cash or for a vendor consideration placing will not be regarded as a circumstance that requires any adjustment to Awards.
- 13.3. The Company shall notify the Participants of any adjustments which are made under Rule 13.1. Where necessary, in respect of any such adjustments, the Auditors, acting as experts and not as arbitrators and whose decision shall be final and binding on all persons affected thereby, shall confirm to the Company in writing that these are calculated in accordance with the Plan and on a non-prejudicial basis.

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- 13.4. The Auditors shall confirm in writing to the JSE whether those adjustments were calculated in accordance with the Rules. Such confirmation is to be provided to the JSE at the time that the relevant adjustment is finalised. Any adjustments made will be reported in the Company's annual financial statements in the year during which the adjustment is made, to the extent required by the JSE Listings Requirements.
- 13.5. If the Company is placed into liquidation for purposes other than reorganisation, an Award of Performance Shares and/or Restricted Shares and/or Bonus Shares shall *ipso facto* lapse as from the Liquidation Date.

14. FORFEITURE AND LAPSE OF AWARDS

- 14.1. Notwithstanding any other provision of the Rules, an Award in relation to Performance Shares shall lapse on the earliest of:
- 14.1.1. the Committee determining that the Performance Condition, or any further condition imposed under Rule 6.2, in relation to Performance Shares has not been satisfied either in whole or in part in respect of the Award and can no longer be satisfied;
 - 14.1.2. subject to Rules 11 and 12, the Date of Termination of Employment where the Participant ceases to be employed by the Group;
 - 14.1.3. the Liquidation Date, in accordance with Rule 13.5; and
 - 14.1.4. any other date provided for under these Rules.
- 14.2. An Award in relation to Matching Shares under the Minimum Shareholding Requirement Scheme shall lapse in the event that:
- 14.2.1. the Minimum Shareholding Requirement is not met at the date specified in the Award Letter; or
 - 14.2.2. the Participant's employment within the Group is terminated prior to the expiry of the Vesting Period.
- 14.3. Notwithstanding any other provision of the Rules, an Award relating to the Restricted Shares and/or Bonus Shares shall lapse on the date that the Vesting

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Condition is not met, i.e. the termination of the Participant's employment with the Group prior to the expiry of the Vesting Period.

- 14.4. Shares held in escrow may only be sold once the employment of a Participant is terminated or the Participant is deceased, or on behalf of a Participant once the Awards have Vested.

15. FURTHER CONDITIONS

- 15.1. In circumstances where the tax and/or regulatory requirements of a particular jurisdiction where a Participant works makes the delivery of Shares impossible or impractical, the Directors can direct that the Participants be paid a cash amount *in lieu* of Shares that would have become liable to be delivered to the Participant, which is equivalent to the aggregate Market Value of such Shares as at the Settlement Date, on such date.
- 15.2. A separate Country Schedule detailing the provisions in respect of such jurisdiction may be adopted in addition to, or instead of, paying a cash amount *in lieu* of Shares on the Vesting.
- 15.3. An Employer Company may withhold any amount required to meet any costs in respect of the Vesting of an Award, for which the Participant is liable.
- 15.4. Upon the Vesting of an Award, an Employer Company may:
- 15.4.1. dispose of all of the Shares which have Vested in a Participant to discharge the Participant's liability for employees' tax, and transfer the balance remaining into the Participant's bank account. This will be the default position to the extent that the Participant has not in the required time period and in the required manner instructed the Employer company as to whether the Participant elects the options 15.4.2 or 15.4.3;
 - 15.4.2. dispose of so many of the Shares which have Vested in a Participant as is required to discharge the Participant's liability for employees' tax, and deliver the balance of the Shares to the Participant as envisaged in Rule 6.6; or

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- 15.4.3. with the prior consent of the Participant, withhold the amount due in respect of the Participant's employees' tax liability from the Participant's remuneration or any other amount due by the Employer Company to the Participant.
- 15.5. The Employer Company will delay the Vesting of the Award to the Participant if the acquisition or disposal of the Shares would otherwise:
 - 15.5.1. occur during a Prohibited Period; or
 - 15.5.2. be in contravention of any code adopted by the Company relating to dealings in securities by directors; or
 - 15.5.3. be prohibited by insider trading legislation or any other legislation or regulations, until such time as the Settlement or Vesting or exercise of the Award, or the Settlement thereof, will no longer constitute such a contravention.
- 15.6. The rights of Participants under this Plan are determined exclusively by these Rules.
- 15.7. Except as otherwise provided in the Rules, the Participant has no right to any compensation, damages or any other sum or benefit by reason of the fact that:
 - 15.7.1. he ceased to be a Participant in the Plan; or
 - 15.7.2. any of his rights or expectations under this Plan were reduced or lost.
- 15.8. Awards of Performance Shares, Restricted Shares and/or Bonus Shares and/or Matching Shares may not be transferred, ceded, assigned or otherwise disposed of by a Participant to any other person, except on the death of a Participant his Awards may be transferred to the executor or other representative of his deceased estate.
- 15.9. Shares will only be issued or purchased once a Participant has been formally identified.
- 15.10. The Company will ensure compliance with paragraphs 3.63 – 3.74 (director dealings) of the JSE Listings Requirements in terms of share dealings by the Company or Committee in terms of the Plan and relating thereto.

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15.11. The issue of shares to employees which do not fall under the Rules of this Plan will be treated as a specific issue for cash as contemplated in paragraph 5.51 of the JSE Listings Requirements.

15.12. Where a Participant becomes employed by another Employer Company:

15.12.1. all Awards granted to such Participant by the first Employer Company shall remain in force on the same terms and conditions as set out in these Rules; and

15.12.2. the second Employer Company shall assume a *pro-rata* portion of the first Employer Company's obligations in respect of the relevant Awards in consideration for obtaining the Participant's services from the first Employer Company.

15.13. Restricted Shares and/or Bonus Shares will not have their votes at shareholder meetings taken into account for the purposes of resolutions proposed in terms of the JSE Listings Requirements. Such Restricted Shares and/or Bonus Shares shall also not be taken into account for purposes of determining categorisations as detailed in Section 9 of the JSE Listings Requirements.

16. **DISCLOSURE IN ANNUAL FINANCIAL STATEMENTS**

The Company shall, to the extent required by the Act or the JSE Listings Requirements, disclose in its annual financial statements the number of Shares that may be utilised for purposes of the Plan at the beginning of the accounting period and changes in such number during the accounting period and the balance of Shares available for utilisation for purposes of the Plan at the end of the accounting period.

17. **COMPLIANCE OFFICER**

The Company shall appoint a compliance officer for the Plan to be accountable to the Directors of the Company and shall ensure that the compliance officer complies with the duties and responsibilities required of a compliance officer in terms of the Act.

18. **AMENDMENTS AND TERMINATION**

18.1. Subject as provided in this Rule 18, the Committee may at any time alter, vary or add to these terms and conditions as it thinks fit. Amendments to these terms and

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conditions may only affect Awards to Participants that have already been made if they are to the advantage of Participants, and subject to the JSE Listings Requirements.

18.2. Except as provided in Rule 18.3 the provisions relating to:

- 18.2.1. the category of persons who are eligible for participation in the Plan;
- 18.2.2. the number of Shares which may be utilised for the purpose of the Plan;
- 18.2.3. the individual limit entitlements envisaged in Rule 5.2;
- 18.2.4. the basis upon which Awards are made as stipulated in Rules 4.1, 4.2, 4.3 and 4.10;
- 18.2.5. the amount (if any) payable upon the grant, Vesting, Exercise or Settlement of an Award;
- 18.2.6. the voting, dividend, transfer and other rights attached to the Awards, including those arising on a liquidation of the Company;
- 18.2.7. the procedure to be adopted in respect of the Vesting of Awards in the event of termination of employment as envisaged in Rule 11; or
- 18.2.8. the terms of this Rule 18,

may not be amended without the prior approval of the JSE and by ordinary resolution of 75% (seventy five percent) of shareholders of the Company present or by proxy, in general meeting, excluding all the votes attached to all Shares owned by persons as a result of the Vesting of Performance Shares and/or Restricted Shares under this Plan and who are existing Participants in the Plan.

18.3. Subject to Rule 18.1, the Committee may make minor amendments for ease of the administration of the Plan, to comply with or take account of the provisions of any proposed or existing legislation or to obtain or maintain favourable, taxation or regulatory treatment of any Employer Company or any present or future Participant, including the adoption of a Country Schedule for the benefit of Employees of the Group working outside South Africa.

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- 18.4. The Committee may terminate the Plan at any time, but Awards granted before such termination will continue to be valid and as described in the provisions of the Plan.

19. DOMICILIUM AND NOTICES

- 19.1. The parties choose *domicilium citandi et executandi* for all purposes arising from this Plan, including, without limitation, the giving of any notice, the payment of any sum, the delivery of Shares, the serving of any process, as follows:

19.1.1. the Company, the compliance officer and the Committee: The address and telefax number of the Registered Office of the Company from time to time;

19.1.2. Employer Company: The address and telefax number of the Registered Office of the Employer Company from time to time;

19.1.3. each Participant: The physical address, telefax number and electronic address from time to time reflected as being his address, telefax number and/or electronic address in the Employer Company's relevant system from time to time.

- 19.2. Any of the above persons shall be entitled from time to time, by written notice to the other, to vary its *domicilium* to any other physical address within the Republic of South Africa and/or its facsimile number and/or (in the case of a Participant) his electronic address; provided in the case of a Participant such variation is also made to his details on the Employer Company's payroll system.

- 19.3. Any notice given and any delivery or payment made by any of the above persons to any other which:

19.3.1. is delivered by hand during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery;

19.3.2. is delivered by courier during the normal business hours of the addressee at the addressee's *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee on the

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third day after the date of the instruction to the courier to deliver to the addressee; or

19.3.3. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting.

19.4. Any notice given that is transmitted by electronic mail and/or facsimile to the addressee at the addressee's electronic address and/or facsimile address (as the case may be) for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.

19.5. Any notice or other document given to any Participant pursuant to the Plan may be delivered to him or sent by post to him at his home address according to the records of the Employer Company or such other address as may appear to the Directors to be appropriate. Notices or other documents sent by post will be deemed to have been given 7 (seven) days following the date of posting if sent by ordinary post.

19.6. Any notice or document given to the Employer Company pursuant to the Plan may be delivered to it or sent by post to its registered office marked for the attention of the company secretary of the Employer Company, or such other address as may be specified by the Employer Company and the documents will not be deemed to have been received before actual receipt by the company secretary of the Employer Company.

20. **DISPUTES**

20.1. Any dispute arising under the Plan shall be decided by arbitration in the manner set out in this Rule 20.

20.2. The arbitration shall be held subject to the provisions of this Plan:

20.2.1. at Johannesburg;

20.2.2. informally; and

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- 20.2.3. otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, as amended, it being the intention that, if possible it shall be held and concluded within 21 (twenty-one) Business Days, after it has been demanded.
- 20.3. The arbitrator shall be, if the question in issue is:
- 20.3.1. primarily an accounting matter, an independent accountant with not less than 15 (fifteen) years' experience agreed upon between the parties. In the event that the parties to the dispute cannot agree within 7 (seven) Business Days, a chartered accountant to be nominated by the Executive President for the time being of the South African Institute of Chartered Accountants;
- 20.3.2. primarily a legal matter, a practising senior counsel or attorney with no less than 15 (fifteen) years standing agreed upon between the parties. In the event that the parties to the dispute cannot agree within 7 (seven) Business Days, a practising attorney nominated by the President for time being of the Law Society of the Northern Provinces; or
- 20.3.3. any other matter, an independent person agreed upon between the parties to the dispute.
- 20.4. An aggrieved party may appeal against the arbitration award within 10 (ten) Business Days after receipt of the arbitration award by lodging a notice of appeal with the other party/ies to the dispute.
- 20.5. Where an appeal is made, 2 (two) practising senior counsel of at least 15 (fifteen) years standing shall be appointed as chairpersons of the appeal. If the parties to the dispute are unable to agree on the chairpersons for the appeal the provisions of Rule 20.3 shall *mutatis mutandis* apply with the changes required by the context. The chairpersons shall meet the parties to the dispute within 7 (seven) Business Days after their appointment to determine the procedure for the appeal.

21. SEVERABILITY

Each provision of these Rules is entirely separate and independent from each of the other provisions. If any provision is found to be invalid then it will be deemed never to have been

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part of these Rules and to the extent that it is possible to do so, this will not affect the validity or enforceability of any of the remaining provisions.

22. **GOVERNING LAW**

South African law governs the Plan and Awards made in terms of the Plan (including Awards made to Participants employed by the Group in jurisdictions other than South Africa). All Employer Companies and Participants submit to the jurisdiction of the South African courts as regards any matter arising under the Plan.

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This Plan was duly adopted at a shareholders meeting of Impala Platinum Holdings Limited held at [insert] on 18 October 2018. These Rules were attached to the notice of such meeting.

Chairman of the General Meeting



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