



**CHOPPIES ENTERPRISES LIMITED 2022 SHARE PLAN**

adopted by

**CHOPPIES ENTERPRISES LIMITED**

(Registration No. BW00001142508)

Approved in the first instance by resolution passed at a meeting of the Board held on 19 August 2022.

And yet to be finally approved by ordinary resolution supported by 50% or more of the shareholders present and voting on the resolution, at the annual general meeting of the Company to be held on 23 November 2022, in terms of Appendix 3E of the BSE Listings Requirements. **[App 3E.1]**

## PREAMBLE

- A. The Company intends implementing the Plan to attract, retain, incentivise, and reward high-calibre Eligible Employees and to align the interests of Eligible Employees with those of the Company's shareholders.
- B. The Plan will be used to grant the following Awards to Eligible Employees:
  - (i) annual Awards of Performance Conditional Shares;
  - (ii) annual and/or *ad-hoc* Awards of Restricted Conditional Shares for purposes of compensating new Eligible Employees for value forfeited from their previous employers (**Sign-on Shares**) and/or retaining key talent (**Retention Shares**).
- C. The Plan has been prepared in accordance with the spirit of the King Code and the Remuneration Policy. In this regard, among other things:
  - (i) The Remco intends to review the Rules of the Plan from time to time in order to ensure its continued contribution to shareholder value, with the intention of preventing unjust windfalls and inappropriate gains from the operation of share-based incentives.
  - (ii) It is the Remco's objective to align the interests of the Participants with those of the shareholders of the Company by linking certain categories of reward to performance, which shall be measured according to appropriate benchmarks determined in the light of the objectives of the Plan.
  - (iii) The Remco will disclose the Performance Conditions and the reasons for selecting them to the shareholders of the Company in the remuneration policy section of its integrated report.
  - (iv) It is intended, as far as possible, to link the Performance Conditions to factors that will enhance the Company's overall corporate performance and value to shareholders.

## **PART 1 - INTRODUCTION**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In these Rules, unless the context indicates otherwise, the following words and expressions shall have the meanings set out below:

1.1.1 **Acceptance Date** means the date by which an Eligible Employee is obliged to deliver an Acceptance Notice to the Company or relevant Employer Company in order to participate in the Plan, which date is set out in the Award Letter;

1.1.2 **Acceptance Notice** means the notice delivered by an Eligible Employee to the Company or relevant Employer Company indicating his/her acceptance of an Award and its terms and conditions (in terms of clause 11.7);

1.1.3 **Act** means the Botswana Companies Act 2003 (No. 32 of 2004) as amended from time to time and any re-enactment or replacement thereof;

1.1.4 **Administrator** means a service provider appointed by the Company or relevant Employer Company to act on behalf of the Company or relevant Employer Company (as applicable) in performing the obligations of the Company or relevant Employer Company in terms of the Plan;

1.1.5 **Applicable Laws** in relation to any person or entity, means all and any statutes, subordinate legislation and common law; regulations; ordinances and by-laws; accounting standards; directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, compliance with which is mandatory for that person or entity;

1.1.6 **Auditors** means the auditors appointed by the Company from time to time;

1.1.7 **Award** means the grant of a specified number of Performance Conditional Shares and/or Restricted Conditional Shares (as applicable), approved by the Remco on the recommendation of Company or relevant Employer Company, to an Eligible Employee in terms of clause 11 of the Rules, and the word **Awarded** shall bear a corresponding meaning;

1.1.8 **Award Date** means the date, specified in the Award Letter, on which an Award is made to an Eligible Employee, being a date not earlier than the date on which the Remco resolved to make such Award to the Eligible Employee, irrespective of the date on which the Award is actually accepted by the Eligible Employee, unless otherwise instructed or specified in the Rules;

1.1.9 **Award Letter** means the letter delivered by the Company or relevant Employer Company to an Eligible Employee in terms of clause 11.3, notifying such Eligible Employee of an Award and setting out the terms of the Award;

1.1.10 **Board** means the board of directors of the Company or any committee thereof to whom the powers of the board of directors of the Company in respect of the Plan are delegated;

1.1.11 **Broker** means the financial intermediary appointed by the Company or the Employer Company to perform the services specified in the Plan on behalf of the Participants;

1.1.12 **Brokerage Account** means the account with the Broker, which a Participant is obliged to open before Shares can be transferred to them under the Plan;

1.1.13 **Business Day** means any day on which the securities exchange operated by the BSE is open for the transaction of business;

1.1.14 **BSE** means the Botswana Stock Exchange operated under the auspices of the Botswana Stock Exchange Limited, a public company incorporated according to the laws of Botswana under company number BW00000451021;

1.1.15 **BSE Listings Requirements** means the BSE Equity Listings Requirements as amended from time to time by the BSE;

1.1.16 **Capitalisation issue** means an issue of fully paid securities capitalised from a company's capital redemption reserve fund or undistributed profits held to reserves, or other reserves or distribution of dividend by way of script (or combination thereof) to existing holders of the company's securities in proportion to their holdings at a specific date; **[App 3E.2]**

1.1.17 **Change of Control** means where a person (or persons acting together in concert) that did not have Control of the Company, through a transaction, or series of transactions, acquires Control of the Company;

1.1.18 **Change of Control Date** means the date on which the Change of Control of the Company becomes effective;

1.1.19 **Clawback** means the recouptment of the cash value of a Settled Award, applied with reference to the Malus and Clawback Policy;

1.1.20 **Closed Period** means a closed period as defined in the BSE Listings Requirements;

1.1.21 **Company** means Choppies Enterprises Limited, a public company duly incorporated and registered in accordance with the laws of Botswana under registration number BW00001142508, with a primary listing on the BSE and a secondary listing on the JSE;

1.1.22 **Control** means:

- (a) the holding of Shares or the aggregate of holdings of Shares or other securities in the Company entitling the holder thereof to exercise, or cause to be exercised, more than the 35% (thirty five percent) of the voting rights at shareholder meetings of the Company; or
- (b) the holding or control by a shareholder or member alone or pursuant to an agreement with other shareholders or members of more than 35% (thirty five percent) of the voting rights in the Company; or
- (c) the entitlement, direct or indirect, to appoint a majority of Directors of the Board of Directors of the Company, or to appoint or remove Directors having a majority of the votes exercisable at meetings of the Board of Directors of the Company;

1.1.23 **Country Schedule** means, to the extent required, a schedule to these Rules to be adopted as directed by the Board, as required from time to time, governing participation in the Plan by Eligible Employees employed by the Company in jurisdictions other than Botswana. Such Country Schedule shall form part of the Rules and will govern the Award made in terms thereof;

1.1.24 **CSDB** means the Central Securities Depository of Botswana which is operated under the auspices of the Central Securities Depository Company of Botswana Proprietary Limited, a company incorporated under the laws of Botswana under registration number BW00000191721;

1.1.25 **Date of Termination of Employment** means the date upon which a Participant is no longer permanently employed by, or ceases to hold permanent office in the Group, 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 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;

1.1.26 **Dividend Equivalent** means in respect of an Award, an amount payable in Shares (as determined in clause 15) to a Participant on the Vesting Date;

1.1.27 **Eligible Employee** means an Employee who is eligible to participate in the Plan; **[App 3E.1(a)]**

1.1.28 **Employee** means any person holding full-time salaried employment or office (including any executive director but excluding a non-executive director) with any member of the Group who is involved in the business of the Group; **[App 3E.1(a)]**

1.1.29 **Employees' Tax** means Employees' tax payable by the Company or relevant Employer Company in terms of Section 56 read with the Fifth Schedule to the Income Tax Act or any similar payroll tax payable to the Revenue Authority in countries outside of Botswana;

1.1.30 **Employer Company** means the member of the Group (including both local and foreign entities) that employed the Participant during the Vesting Period, and if more than 1 (one) Employer Company employed the Participant during the Vesting Period, the entity that employed the Participant for the greater part of the Vesting Period (subject to the application of the Recharge Policy);

1.1.31 **Employment Condition** means the condition of continued employment with the Group for the duration of the Employment Period, as specified in the Award Letter;

1.1.32 **Employment Period** means the period commencing on the Award Date and ending on the date specified in the Award Letter (both dates inclusive) during which the Participant is required to fulfil the Employment Condition;

1.1.33 **Fault Termination** means the termination of employment of a Participant by reason of:

1.1.33.1 breach of contract of employment by the Employee as a result of absence from work without prior consent of the Employer Company;

1.1.33.2 serious misconduct which term shall include, but not be limited to, or be deemed to include wilful disobedience of lawful and reasonable orders given by the Employer Company; wilful express or implied misrepresentation by the Employee in respect of his/her skills or qualification; habitual or wilful neglect of the Employee's duties; acts of theft misappropriation or wilful dishonesty against the Employer Company, another employee, customer, or client of the Employer Company; acts of violence, damage caused wilfully or by gross negligence to movable or immovable property of the Employer Company and/or Group; wilful disclosure of confidential information or trade secrets where such disclosure is or is likely to be detrimental to the interests of the Employer Company and/or Group; inability to carry out normal duties, due to the consumption of alcohol or habit forming drugs; wilful refusal to obey or comply with any safety rules or practices for the prevention or control of accidents or disease; consistent work performance below average despite at least two written warnings; offering or receiving of bribes; and/or persistent absence from work without permission;

1.1.33.3 incompatibility;

1.1.33.4 retirement before the Retirement Date; or

1.1.33.5 resignation; **[App 3E.1(d)]**

1.1.34 **Financial Markets Legislation** means the Non-Bank Financial Institutions Regulatory Authority Act number 3 of 2016, and the Securities Act number 26 of 2014, as may have been amended or replaced from time to time, and read together;

1.1.35 **Financial Year** means the financial year of the Company from time to time, running from 1 July of the previous year to 30 June of each year as at the adoption of the Plan;

1.1.36 **Group** has the same meaning as the definition given in IFRS, and the expression "**member of the Group**" shall be construed accordingly;

1.1.37 **Ill-health** means a physical, mental or psychological condition, including a disability or a condition caused by an injury, diagnosed by a Company or relevant Employer Company approved Medical Practitioner, which renders the Employee incapable of performing his/her duties in terms of their employment contract;

1.1.38 **Income Tax Act** means the Income Tax Act 12 of 1995 as amended and/or replaced from time to time and any re-enactment or replacement thereof;

1.1.39 **JSE** means the JSE Limited, a public company incorporated in accordance with the laws of the Republic of South Africa under registration number 2005/022939/06, which is licensed as an exchange in terms of the Financial Markets Act 19 of 2012, as amended from time to time and any re-enactment or replacement thereof;

1.1.40 **King Code** means the King Report on Corporate Governance IV or any other corporate governance code that may have to be adapted or followed by the Company or relevant Employer Company, or as required by law or by the BSE Listings Requirements;

1.1.41 **Liquidation Date** means the date on which an application for the final liquidation of the Company is successful;

1.1.42 **Malus** means the reduction (in part or full) of unvested Awards in accordance with the Malus and Clawback Policy. Whenever a reduction is made, the relevant Award or portion thereof shall be treated as having lapsed;

1.1.43 **Malus and Clawback Policy** means the Malus and Clawback policy in place at the Company from time to time which gives the Board the discretion to Clawback, and/or to reduce and/or cancel any unvested and/or unpaid Awards (Malus) upon the occurrence of a Trigger Event;

1.1.44 **Market Value** means the 20 (twenty) day volume weighted average price of a Share, as quoted on the BSE, on any particular day on which a determination of the Market Value of the Shares is to be made for the purposes of these Rules;

1.1.45 **Medical Practitioner** means a person registered as such by the Botswana Health Professionals Council and in possession of certificate of registration, pursuant to the Botswana Health Professionals Act Number 17 of 2001 as amended from time to time, and if such person is in private practice, licensed to be in such practice by the Directors of Health Services, pursuant to the provisions of the said act;

1.1.46 **No-Fault Termination** means the termination of employment of a Participant by reason of:

1.1.46.1 death;

1.1.46.2 injury, disability, or ill-health, in each case as certified by a qualified Medical Practitioner nominated by the Company or relevant Employer Company;

1.1.46.3 Redundancy;

1.1.46.4 subject to Remco's discretion, retirement on or after the Retirement Date;

1.1.46.5 the Employer Company ceasing to be a member of the Group; **[App 3E.1(d)]**

1.1.47 **Participant** means an Eligible Employee that is granted Award Shares in terms of clause 11.3, and indicates his/her acceptance of such Award in terms of clause 11.7, and thereby becomes subject to the terms and conditions of the Plan, and shall include: **[App 3E.1(a)]**

1.1.47.1 Eligible Employees who are no longer employed by the Group but are entitled to continue to participate in the Plan in terms of clause 18; and

1.1.47.2 the executor of an Eligible Employee's deceased state (where appropriate);

1.1.48 **Performance Condition** means a condition of Vesting of an Award of Performance Shares, as set out in the Award Letter;

1.1.49 **Performance Conditional Shares** means conditional rights to receive Shares on the Vesting Date, the Vesting of which is subject to the fulfilment of the Employment Condition and Performance Condition, as specified in the Award Letter;

1.1.50 **Performance Period** means the period aligned with the Financial Year(s) in respect of which a Performance Condition is to be satisfied, as set out in the Award Letter;

1.1.51 **Personal Data** means personal data as defined in section 2 of the Data Protection Act number 32 of 2018 as may be amended from time to time;

1.1.52 **Plan** means the Choppies Enterprises Limited 2022 Share Plan constituted by these Rules, as amended from time to time;

1.1.53 **Recharge Policy** means a policy or agreement in force from time to time between the Company and the relevant Employer Company regulating the manner in which Settlement will be funded;

1.1.54 **Redundancy** means the termination of the employment of an Employee for purposes of reducing the size of the Company's and/or Employer Company's workforce or for the operational requirements of the Company and/or Employer Company; **[App 3E.1(d)]**

1.1.55 **Repurchase Programme** means a Repurchase Programme wherein the dates and quantities of securities to be traded during the relevant period are fixed (not subject to any variation) and which has been submitted to the BSE in writing prior to the commencement of the Closed Period, and which Repurchase Programme is in accordance with the provisions of the BSE Listings Requirements;

1.1.56 **Remco** means the remuneration committee of the Board, the members of which do not hold any executive office within the Group, which is charged with the administration of all or part of the Plan, or any person(s) to whom the powers of the Remco in respect of the Plan have been delegated; **[App 3E.4]**

1.1.57 **Remuneration Policy** means the Company's remuneration policy, determined by the Board on the recommendation of the Remco and disclosed in the Company's annual remuneration report in its integrated report;

1.1.58 **Restricted Conditional Shares** means conditional rights to receive Shares on the Vesting Date, the Vesting of which is subject to the fulfilment of the Employment Condition, as specified in the Award Letter;

1.1.59 **Retirement Date** means the earliest date on which, or age at which, an Eligible Employee can be required to retire by the Company or relevant Employer Company; **[App 3E.1(d)]**

1.1.60 **Revenue Authority** means the institution in a country that administers the relevant Tax legislation and/or to whom Tax should be paid by law;

1.1.61 **Rights Issue** means an offer to existing holders of securities to subscribe for or purchase further securities in proportion to their holdings made by means of the issue of a renounceable letter or other negotiable documents which may be traded (as either "full paid" or "nil paid" rights) for a period before payment for the securities is due; **[App 3E.2]**

1.1.62 **Rules** means the Rules of the Plan, as amended from time to time;

1.1.63 **Secretary** means the company secretary for the time being of the Company;

1.1.64 **Settlement** means, following the Vesting of an Award, transfer to a Participant of the required number of Shares in accordance with the Settlement methods stipulated in clause 14 and the words "**Settle**" and "**Settled**" shall bear a corresponding meaning;

1.1.65 **Settlement Date** means the date on which Settlement shall occur;

1.1.66 **Share** means an ordinary share in the capital of the Company;

1.1.67 **Subsidiary** means a subsidiary company as defined in the Act;

1.1.68 **Tax** means any present or future tax or other charge of any kind or nature whatsoever imposed, levied, collected, withheld or assessed by any competent authority, and includes all income tax (whether based on or measured by income/revenue or profit or gain of any nature or kind or otherwise and whether levied under the Income Tax Act or otherwise), capital gains tax, value-added tax and any charge in the nature of taxation, and any interest, penalty, fine or other payment on, or in respect thereof but specifically excluding issue duty, stamp duty, marketable securities tax and uncertificated securities tax;

1.1.69 **Trigger Event** means an event, as set out in the Malus and Clawback Policy, that will give the Board the discretion to apply Malus (clause 16) or Clawback (clause 17), as appropriate;

1.1.70 **Vest** means the event which confers on the Participant the unconditional entitlement to the Shares comprising the Award, free of any restrictions or conditions that could result in the forfeiture thereof and "**Vesting**" and "**Vested**" shall be construed accordingly;

1.1.71 **Vesting Date** in respect of an Award, the date determined by the Remco in terms of clause 10.1.5 and notified to the Participant in the Award Letter in terms of clause 11.3.5; and

1.1.72 **Vesting Period** means the period which commences on the Award Date and terminates on the Vesting Date.

## 1.2 General Interpretation

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

1.2.2 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.

1.2.3 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.

1.2.4 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 these Rules, 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 these Rules are changed, the relevant provision of these Rules will be read also as if it had been amended as necessary, without the necessity for an actual amendment.

1.2.5 When any number of days is prescribed in these Rules, unless otherwise provided in these Rules, same will 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 will be the next succeeding day which is a Business Day.

1.2.6 Unless a contrary intention clearly appears:

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

1.2.6.2 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;

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

1.2.6.4 any reference in these Rules 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

1.2.6.5 unless the context clearly indicates a contrary intention, words and expressions defined in the Act shall bear the meanings therein assigned to them; and

1.2.7 The Plan and the Rules will be given effect to in accordance with:

1.2.7.1 the Act; and

1.2.7.2 the BSE Listings Requirements, including Appendix 3E, and section 5.15 to the extent applicable.

## 2. OBJECTIVE OF THE PLAN

2.1 The objective of the Plan is to:

2.1.1 recognise the operational performance of and contribution to the Company by Eligible Employees;

2.1.2 reward long-term sustainable performance of Participants;

2.1.3 achieve alignment between the Participant's remuneration and the interests of the Company's shareholders; and

2.1.4 act as an attraction and retention mechanism in a market where highly skilled people are in high demand.

## **PART 2 – ADMINISTRATION OF THE PLAN**

### **3. THE PLAN**

The Plan is hereby constituted, which Plan shall be administered for the purpose and in the manner set out herein.

### **4. ADMINISTRATION OF THE PLAN**

- 4.1 The Remco is responsible for the operation and administration of the Plan and has discretion to decide whether and on what basis the Plan shall be operated.
- 4.2 Where the Plan refers to the discretion of the Remco, such discretion shall be sole, absolute and unrestricted unless the contrary is expressed, provided that if Remco delegates the authority to exercise discretion, the discretion should be exercised in terms of the Plan unless explicitly authorised otherwise by the Remco in writing.
- 4.3 Subject to the provisions of the Plan and to the approval of the Board, the Remco shall be entitled to make and establish such rules and regulations, and to amend the same from time to time, as they may deem necessary or expedient for the proper implementation and administration of the Plan.

### **5. ADMINISTRATOR**

The Company or relevant Employer Company may appoint an Administrator to act on its behalf in performing its obligations under the Plan. For purposes of the Plan, references to "the Company" and "relevant Employer Company" include an Administrator that has been appointed by the Company or relevant Employer Company in terms of this clause 5.

### **6. ANNUAL ACCOUNTS**

The Remco shall ensure that a summary appears in the annual financial statements of the Company of the number of Performance Conditional Shares and Restricted Conditional Shares Awarded to Participants, the number of Shares that may be utilised for the purposes of this Plan at the beginning of the Financial Year, any changes in such numbers during the Financial Year under review, the balance of Shares available under the Plan at the end of the Financial Year, the number of Shares held by any the Company or relevant Employer Company which may be received by Eligible Employees, and the number of Shares then under the control of the Remco for Settlement to Participants in terms of this Plan. **[App 3E.9]**

### **7. AVAILABILITY OF SHARES**

The Company shall ensure that Shares may only be issued or purchased for purposes of the Plan once a Participant (or group of Participants) to whom they will be Awarded has been formally identified.

### **8. COSTS**

- 8.1 Prior to the Vesting Date, and subject to the further provisions of this Plan (including clauses 17 and 23), all costs and expenses relating to the Plan, including for the avoidance of doubt, all costs relating to the Administrator, (**Costs**) will be for the Company's account.
- 8.2 The Company shall recover from each Employer Company such Costs as may be attributable to the participation of any of its Employees in the Plan.
- 8.3 Notwithstanding the provisions of clauses 8.1 and 8.2, the Company may procure, if applicable, that the Employer Company shall:

- 8.3.1 bear all Costs of and incidental to the implementation and administration of the Plan and shall, as and when necessary, provide all requisite funds and facilities for that purpose;
- 8.3.2 without cost to the Company, provide all secretarial, accounting, administrative, legal and financial advice and services, office accommodation, stationery and so forth for the purposes of the Plan.
- 8.4 After the Vesting Date, all Costs and Tax will be for the Participant's account.
- 8.5 The Participant shall be liable for all Tax payable because of benefits due to him/her in terms of the Plan.

## 9. **MAXIMUM NUMBER OF SHARES AVAILABLE FOR THE PLAN**

- 9.1 Subject to clause 9.3, the aggregate number of Shares that may be Settled under this Plan shall not exceed 65 000 000 (sixty-five million) Shares, which equates to approximately 5% (five percent) of the issued share capital of the Company. **[App 3E.1(b)]**
- 9.2 Subject to clause 9.3, the maximum number of Shares which any one Participant may receive in terms of the Plan shall not exceed 6 500 000 (six million, five hundred thousand) Shares, which equates to approximately 0.5% (half a percent) of the issued share capital of the Company. **[App 3E.1(c)]**
- 9.3 The limits referred to in clauses 9.1 and 9.2 shall exclude:
  - 9.3.1 Shares that have been purchased in or through the market in Settlement of Awards;
  - 9.3.2 Awards that are settled in cash; and
  - 9.3.3 Shares under the Plan which do not Vest in a Participant as a result of the forfeiture or which, whether Vested or unvested, are forfeited by the Participant pursuant to the terms of the Plan.
- 9.4 The limits referred to in clauses 9.1 and 9.2 shall include:
  - 9.4.1 Shares that have been allotted and issued by the Company in Settlement of Awards; and
  - 9.4.2 Shares held in treasury by a subsidiary of the Company that have been used to Settle Awards.
- 9.5 The number of Shares referred to in clauses 9.1 and 9.2 shall be increased or reduced in direct proportion to any adjustment in the Company's issued share capital as provided for in clause 22. **[App 3E.2]**
- 9.6 In the event of a discrepancy between the number of Shares and the percentage it represents, the percentage will prevail.

## **PART 3 – AWARDS**

## 10. **ANNUAL REMCO DETERMINATION**

- 10.1 The Remco shall determine the following:
  - 10.1.1 which Eligible Employees shall receive an Award;
  - 10.1.2 the Award Date;
  - 10.1.3 the number and type of Shares applicable to the Award;

- 10.1.4 the conditions (including the Employment Condition and the Performance Condition) that may apply to the Award;
- 10.1.5 the Employment Period(s), the Performance Period(s), the Vesting Dates and Vesting Periods applicable to the Award;
- 10.1.6 whether Dividend Equivalents will be awarded;
- 10.1.7 the Malus and Clawback provisions associated with the Award; and
- 10.1.8 any other issues relating to the governance and administration of this Plan selected by the Remco to be included in the Award Letter.

10.2 Subject to clause 25, the Remco shall be entitled, in its absolute discretion, to vary any of the terms of an Award prior to Vesting on written notice to the Participant concerned, including, but not limited to, the Award Date, the Vesting Date, the Performance Condition, and the applicability of Malus or Clawback.

## 11. GRANT OF AWARDS

- 11.1 The Remco may, in its sole and absolute discretion grant:
  - 11.1.1 Awards to Eligible Employees Awards which may be on the basis of the Eligible Employee's annual salary, grade, performance, retention and attraction considerations, as well as market benchmarks;
  - 11.1.2 ad hoc Awards to Eligible Employees on such terms and conditions as it may deem appropriate.
- 11.2 The Remco will retain the final discretion to make Awards to Employees. **[App 3E.1(d)]**
- 11.3 The Employer Company shall, as soon as reasonably practicable on or after the Award Date, notify the Eligible Employee of the Award in an Award Letter. The Award Letter shall be in the form as prescribed by the Remco from time to time and shall specify:
  - 11.3.1 the name of the Eligible Employee;
  - 11.3.2 the Award Date;
  - 11.3.3 the number and type of Shares applicable to the Award;
  - 11.3.4 the Acceptance Date;
  - 11.3.5 the Vesting Dates and Vesting Periods applicable to the Award;
  - 11.3.6 the Employment Condition and Employment Period;
  - 11.3.7 in the case of Performance Conditional Shares, the Performance Condition and Performance Period;
  - 11.3.8 whether Dividend Equivalents will apply to the Award;
  - 11.3.9 the obligation of the Participant to open a Brokerage Account in his/her name to the extent that he/she will be entitled to receive Shares;
  - 11.3.10 a stipulation that the Award is subject to the provisions of the Plan;

- 11.3.11 where a copy of the Plan might be obtained for perusal; and
- 11.3.12 any other relevant terms and conditions.
- 11.4 In the event that the Remco has determined that the Award may be forfeited in terms of clause 16 or subject to Clawback in terms of clause 17, then the Award Letter shall also state that the Awards may be forfeited pursuant to the provisions of clause 16 and/or subject to Clawback pursuant to the provisions of clause 17 (as the case may be) of the Plan.
- 11.5 Subject to clause 16, an Award is personal to a Participant and shall not be capable of being ceded, assigned, transferred, or otherwise disposed of or encumbered by a Participant; provided that, on the death of a Participant, his/her Awards may be transferred to the executor of his/her deceased estate. **[App 3E.1(e)]**
- 11.6 The Participant will not be required to give any consideration for the making or Settlement of an Award. **[App 3E.1(d)]**
- 11.7 A Participant must deliver an Acceptance Notice to the Company or relevant Employer Company on or before the Acceptance Date indicating his/her acceptance of an Award and the terms and conditions of the Plan (including, but not limited to, those set out in clauses 16, 17 and 28).
- 11.8 The obligations of the Company, the Remco and the Participant's Employer Company under the Plan shall be postponed until such time as the Participant has indicated his/her acceptance of the Award. The Company, the Remco and the Participant's Employer Company will not be liable for any loss that may be suffered by such Participant as a result of the postponement of its obligations in terms of this clause 11.8.
- 11.9 An Award may be cancelled or forfeited at any time after the Award Date if the Remco and the Participant so agree in writing.

## 12. FULFILMENT OF THE PERFORMANCE CONDITION

- 12.1 In the case of Awards of Performance Conditional Shares, the Remco shall, as soon as reasonably practical after the end of the Performance Period in relation to an Award, review the Performance Condition as specified in the Award Letter and determine whether and the extent to which it has been satisfied.
- 12.2 Subject to clause 16, the Performance Conditional Shares constituting the Award will Vest depending on the extent to which the Performance Condition has been fulfilled. The Participant shall be notified of whether and the extent to which the Performance Condition is considered to be fulfilled and the number of Performance Conditional Shares that will Vest accordingly on the Vesting Date.
- 12.3 To the extent that the Remco is satisfied that the Performance Condition has not been fulfilled, the Performance Conditional Shares shall not Vest and will lapse with immediate effect. The Remco shall notify the Participant accordingly.
- 12.4 Should an event occur at any point during the Performance Period, which causes the Remco to consider that the Performance Condition is no longer appropriate, the Remco may substitute or vary the Performance Condition in such manner as:
  - 12.4.1 is reasonable in the circumstances; and
  - 12.4.2 produces a fair measure of performance.

12.5 The Award will then take effect subject to the fulfilment of the Performance Condition as amended, once the terms of the amended Performance Condition have been communicated to the Participant.

### **13. VESTING OF AWARDS**

13.1 The Vesting of all Awards will be subject to the Employment Condition, unless explicitly waived by the Remco in writing. In addition, the Vesting of Awards of Performance Conditional Shares will be subject to the satisfaction of the Performance Condition, which will be measured over the Performance Period.

13.2 An Award of Performance Conditional Shares will Vest on a pro-rata basis depending on whether and the extent to which the Performance Condition has been satisfied (in accordance with clause 12) on the applicable Vesting Date.

13.3 A Participant will not be entitled to any rights in and to the Shares constituting the Award prior to the Settlement of such an Award. A Participant shall be entitled to all shareholder rights in respect of the Shares received on Settlement as of the Settlement Date and the Shares shall rank *pari passu* with existing Shares in the capital of the Company. For the avoidance of doubt, an Award has no voting rights before Settlement, but has full rights after Settlement to the extent that the Award is Settled in Shares. If a Participant has Vested Shares, then s/he will exercise the voting rights that are accorded to those Shares as ordinary shares. **[App 3E.1(e)] [App 3E.5]**

### **14. SETTLEMENT OF AWARDS**

14.1 As soon as reasonably practicable after the Vesting Date of the Award, the Company or relevant Employer Company shall procure the Settlement of the required number of Shares.

14.2 Any one of the following Settlement methods may be used, as directed by the Remco:

14.2.1 the Company or relevant Employer Company will incur an expense by making a cash contribution to any third party equal in value to the required number of Shares on the Vesting Date 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; or

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

14.2.3 the Company or relevant Employer Company by which the Participant is employed will incur an expense by making a cash contribution to any subsidiary, other than an Employer Company, which holds Shares in treasury account, on the basis that the subsidiary will deliver to the Participant, for and on behalf of the Company or relevant Employer Company, the number of Shares required for the purpose of discharging the Company's or relevant Employer Company's obligation to effect Settlement to the Participant. The cash contribution which the Company or relevant Employer Company shall make to the subsidiary shall (at the Remco's election) be either:

14.2.3.1 the Market Value per Share on the Settlement Date; or

14.2.3.2 an amount equal to the cost incurred by the subsidiary in acquiring the Shares held in treasury; or

14.2.4 the Company or relevant Employer Company will 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 the Company's or the relevant Employer Company's obligation to effect Settlement to Participants by way of subscription for new Shares to be allotted and issued

by the Company, for a subscription price per Share of an amount equal to the cost incurred per Share on the Settlement Date, and deliver such Shares to the Participant; or

14.2.5 the Company will, if so instructed by the Remco, issue Shares to the Participants, and recharge the related costs to the relevant Employer Company in terms of an applicable Recharge Policy.

14.3 Application shall be made for a listing of those Shares of a class already listed at the time of their issue. **[App 3E.6]**

14.4 As a fall-back provision only, the Remco may direct that the Award (or part thereof) is Settled in cash equal in value to the Market Value of the required number of Shares on the Vesting Date, in Settlement of the Award on the Settlement Date. It is recorded that cash settlement is not intended to be a principal mode of Settlement and is envisaged to be a fall-back provision to address regulatory constraints or unusual circumstances.

## 15. DIVIDEND EQUIVALENT

15.1 The Remco may direct the Settlement of any Dividend Equivalent in Shares on the Vesting Date. **[App 3E.1(e)]**

15.2 The Dividend Equivalent will be calculated as follows:

15.2.1 Whenever an ordinary or special dividend is declared, between the Award Date and the Settlement Date, a number of Dividend Equivalent Shares will be added to the number of Shares comprising an Award (including Dividend Equivalent Shares already included in the Award), where the number is determined as the amount of the applicable dividend per Share, divided by the Market Value of the Share on the date that the dividend is paid.

15.2.2 Any Dividend Equivalent Shares which are Awarded are subject to the same conditions applicable to the underlying Award, including Performance Conditions (where applicable) and Vesting Conditions.

15.2.3 The same Settlement methods as set out in clause 14 will be applied to the Settlement of any Dividend Equivalents.

## 16. MALUS

Prior to the applicable Vesting Date, the Board may exercise its discretion to determine that an Award is subject to reduction or forfeiture (in whole or in part) in accordance with the provisions of the Malus and Clawback Policy.

## 17. CLAWBACK

The Board may exercise its discretion to require a Participant to repay amounts Settled under the Plan in accordance with the provisions of the Malus and Clawback Policy.

## 18. TERMINATION OF EMPLOYMENT **[APP 3E.1(H)]**

### 18.1 Fault Terminations

Subject to clauses 18.4 and 18.5, if a Participant ceases to be employed by reason of a Fault Termination prior to the applicable Vesting Date, his/her Award shall be deemed to have been forfeited and cancelled, provided that if, in the opinion of the Remco, the circumstances of the Participant's ceasing to be employed are such as to warrant his/her being entitled to retain the Shares in terms of the Plan, the Remco in its discretion may indicate in writing to such Participant that he/she may retain the Shares, or a portion thereof, notwithstanding that he/she has ceased to be employed.

18.2 No-Fault Terminations

18.2.1 Subject to clauses 18.4 and 18.5, if a Participant ceases to be employed by reason of a No-Fault Termination prior to the applicable Vesting Date, the Award will Vest early on a pro-rated basis as follows:

18.2.1.1 in the case of Performance Conditional Shares, to reflect the number of months served of the Employment Period, and the extent (if any) to which the Performance Conditions have been satisfied. The remainder of the Award will lapse, or, at the discretion of the Remco, the Participant's unvested Award(s) shall Vest on the original Vesting Date specified in the Award Letter, as if the Participant's employment had not terminated; and

18.2.1.2 in the case of Restricted Conditional Shares, to reflect the number of months served of the Employment Period. The remainder of the Award will lapse, or, at the discretion of the Remco, the Participant's unvested Award(s) shall Vest on the original Vesting Date specified in the Award Letter, as if the Participant's employment had not terminated.

18.2.2 To the extent that there is more than one Vesting Date and more than one Employment Period in respect of a particular Award, the calculations set out in clauses 18.2.1.1 and 18.2.1.2 will be carried out in respect of each Employment Period.

18.3 The Remco may exercise its discretion to determine the fault or no-fault status of Participants, including in the case of mutual separation agreements, and permit Awards to be Settled at the normal Vesting Date, without time pro-rating, but subject to applicable Performance Conditions, as if the Participant's employment was not terminated.

18.4 A Participant will not be treated as ceasing to be an Employee if he/she is employed by another Employer Company on the day following the date on which he/she ceases to be an employee of the Company or relevant Employer Company and all Awards shall remain in force on the same terms and conditions. The new Employer Company may assume a pro-rata portion of the first Employer Company's obligations.

18.5 An executive who retires and/or resigns from a position as director on the basis that he/she is immediately re-elected or re-appointed as director shall be deemed not to have terminated employment with the Company or relevant Employer Company and all Awards shall remain in force on the same terms and conditions. The new Employer Company may assume a pro-rata portion of the first Employer Company's obligations.

18.6 For the avoidance of doubt, any Awards, which have already Vested will be unaffected by this clause 18.

**PART 4 – GENERAL**

19. **INSOLVENCY**

19.1 All unvested Awards shall be deemed to have been forfeited and cancelled, and accordingly not entitle a Participant to Settlement, upon the Participant's making an application for the voluntary surrender of his/her estate or his/her estate being otherwise sequestrated or any attachment of any interest of a Participant (including, *inter alia*, as a result of divorce proceedings) under the Plan, unless the Remco, in its discretion, determines otherwise and then subject to such terms and conditions as the Remco may determine.

19.2 If the Company is placed in final liquidation, the Secretary shall notify the Participant thereof in writing and all Awards that have not been Settled at the date of notification shall be forfeited. **[App 3E.1(e)]**

**20. POOR PERFORMANCE AND DISCIPLINARY PROCEDURES**

In the event of pending disciplinary, poor performance, and/or incompatibility procedures against any Participant, or the contemplation of such procedures, then the Vesting and/or Settlement of any Award shall be suspended until the final conclusion of such procedures, including the exhaustion of all possible appeal procedures, at which time the Award shall Vest and/or be Settled, or the provisions of clause 16 shall be applied, whichever is applicable. **[App 3E.1(h)]**

**21. CHANGE OF CONTROL [APP 3E.1(E)]**

21.1 In the event of a Change of Control of the Company occurring before the Vesting Date, the Award made to a Participant will Vest early on a pro-rated basis as follows:

21.1.1 in the case of Performance Conditional Shares, to reflect the number of months served of the Employment Period, and the extent (if any) to which the Performance Conditions have been satisfied. The portion of the Performance Conditional Shares which Vest will be determined based on the extent to which the Performance Conditions have been satisfied at the Change of Control Date;

21.1.2 in the case of Restricted Conditional Shares, to reflect the number of months served of the Employment Period.

21.2 The portion of the Award that does not Vest on the Change of Control Date will (except on the termination of the Plan in which case it will lapse) continue to be subject to the terms of the Award Letter relating thereto unless the Remco determines that the terms of the Award Letter relating thereto are no longer appropriate. If the Remco makes such a determination, the Remco shall adjust the number of Awards or convert Awards into awards in respect of shares in one or more other companies; provided the Participants shall be no worse off as a result of such adjustment or conversion. In the case that an acquiring shareholder does not wish to provide such replacement awards to the Participants, the remaining portion of the Award will also Vest. The Remco may also vary the Performance Conditions in accordance with clause 12.

**22. VARIATION IN SHARE CAPITAL [APP 3E.2]**

22.1 Capitalisation Issue, Rights Issue, subdivision or consolidation of Shares, and liquidation

22.1.1 In the event of a:

22.1.1.1 Capitalisation Issue; or

22.1.1.2 a Rights Issue; or

22.1.1.3 a subdivision of Shares; or

22.1.1.4 a consolidation of Shares; or

22.1.1.5 the Company entering into a scheme of arrangement as contemplated in section 240 of the Act; or

22.1.1.6 the Company making distributions, including a reduction of capital and distribution *in specie*, other than a dividend paid in the ordinary course of business;

Participants shall continue to participate in the Plan. In the event of a Rights Issue, a Participant shall be entitled to participate in any rights issue in respect of his Shares in accordance with the terms and conditions of the Rights Issue.

22.2 The provisions of clause 22.1 notwithstanding, the Remco may:

22.2.1 where necessary, make such adjustments (without the prior approval of shareholders in a general meeting) to the rights of Participants as may be determined to be fair and reasonable to the Participants concerned by the Remco; provided that any adjustments pursuant to clause 22.1 shall be confirmed by the Auditors and should give a Participant the entitlement to the same proportion of the equity capital as he/she was previously entitled; **[App 3E.2]**

22.2.2 where required, adjust the Individual Limit referred to in clause 9.2 pursuant to clause 22.1. Such adjustment should give a Participant an entitlement to (i) the same proportion of equity capital as that to which he/she was previously entitled in terms of an existing Award or (ii) the 0.5% (half a per cent) of the number of issued Shares in the share capital of the Company.

22.3 The Company shall notify the Participants of any adjustments which are made under clause 22.1 and the determination and verification that the replacement benefits have the same fair value should be performed by an independent valuer.

22.4 The Auditors will confirm to the Board, in writing, that any adjustments made in terms of clause 22.1 are calculated on a reasonable basis and are in accordance with the provisions of the Plan. **[App 3E.2(b)]**

22.5 Any adjustments made in terms of clause 22.1 will be reported in the Company's annual financial statements in the year during which the adjustment is made. **[App 3E.9]**

22.6 No adjustments shall be required in terms of clause 22.1 in the event of the issue of equity securities as consideration for an acquisition, or a waiver of pre-emptive rights. **[App 3E.2(a)]**

22.7 If the Company is placed into liquidation for purposes other than reorganisation, an Award shall *ipso facto* lapse as from the liquidation date and any unvested Awards shall lapse from the liquidation date. **[App 3E.1(e)]**

### 23. TAX LIABILITY

23.1 The Participant may elect to fund any Employees' Tax payable as a result of Awards made under the Plan from their own resources and to pay to the relevant Employer Company the amount of Tax due to the relevant Revenue Authority. If the Participant does so, he/she shall receive the full number of Shares constituting the Vested Award.

23.2 If the Participant elects not to fund any Employees' Tax from his/her own resources, the Company may instruct the Broker to sell some or all of the Shares to be Settled to the Participant and to remit payment to the relevant Revenue Authority of the relevant amounts out of the proceeds of the sale in discharge of the Tax.

23.3 Participants agree to indemnify the Company, Employer Company, and any other member of the Group against any Tax claim of whatever nature or any other liability or obligation incurred by the Company, Employer Company, and any other member of the Group, which relates to the liability of the Participant because of his/her participation in the Plan. For the avoidance of doubt, an Award shall not be grossed up to take into account any Tax of whatever nature.

23.4 The Company is hereby irrevocably and *in rem suam* nominated, constituted and appointed as the sole attorney and agent of a Participant, in that Participant's name, place and stead to sign and execute all such documents and do all such things as are necessary to give effect to the provisions of clause 23.2.

23.5 Notwithstanding any other provision in the Plan, if the Company or relevant Employer Company is obliged (or would suffer a disadvantage of any nature if they were not) to account for, withhold or deduct any Tax in any jurisdiction which is payable in respect of, or in connection with, the making of any Award, the Settlement to a Participant of Shares, the payment of a cash amount and/or otherwise in connection with the Plan, then the Company or relevant Employer Company (as the case may be) shall be entitled to account for, withhold or deduct such Tax from any amount due to the Participant and the Company and/or relevant Employer Company shall be relieved from the obligation to Settle any Shares to a Participant or to pay any amount to a Participant in terms of the Plan until the Tax has been discharged in full.

#### **24. LISTINGS AND LEGAL REQUIREMENTS**

24.1 Notwithstanding any other provision of the Plan:

24.1.1 no Shares shall be Settled to any Participant or received pursuant to this Plan if the Remco determines, in its sole discretion, that such Settlement will or may violate any Applicable Laws, the BSE Listings Requirements, or the listings requirements of any other securities exchange on which the Shares of the Company are listed; and

24.1.2 the Company shall apply for the listing of all Shares which are Settled to Participants on the BSE.

24.2 Despite the occurrence of a Vesting Date, all Participants shall be subject to the Group's policies and procedures relating to trading in the Company's securities, the Financial Markets Legislation and the BSE Listings Requirements, and no Participant shall undertake any action in respect of that Participant's Shares that will cause the Company to breach its obligations in terms of thereof.

24.3 The Company will ensure that no Shares are Settled under the Plan at a time when such acquisition is prohibited by the provisions of the Financial Markets Legislation or the BSE Listings Requirements. To the extent that the Company is unable to deliver the Shares to a Participant as a result of the provisions of the Financial Markets Legislation or the BSE Listings Requirements, the Company will deliver the Shares to the Participant as soon as possible after the restriction is lifted; provided that the Company will not be liable for any loss that may be suffered by the Participant as a result of the postponement of delivery in terms of this clause 24.

24.4 Whilst the companies in the Group will make every effort to Settle and/or deliver Shares within a reasonable period for purposes of satisfying their obligations under the Plan, they do not guarantee that they will be able to do so within set time periods. As such, the Group will not be liable for any loss that may be suffered by the Participant because of any fluctuations in the Share price, or for any other reason.

#### **25. AMENDMENT OF THE PLAN**

25.1 It shall be competent for the Board to amend any of the provisions of the Plan subject to the prior approval (if required) of every stock exchange on which the Shares are for the time being listed; provided that no such amendment affecting the Vested rights of any Participant shall be effected without the prior written consent of the Participant concerned, and provided further that no such amendment affecting any of the following matters shall be competent unless it is sanctioned by resolution of the shareholders of the Company in a general meeting, excluding all of the votes attached to Shares owned or controlled by existing Participants in the

Plan or which are required to be excluded under the BSE Listings Requirements (as applicable): **[App 3E.3]**

- 25.1.1 the category of persons to whom or for the benefit of whom Awards may be granted under the Plan (i.e. definition of Eligible Employees and Participants); **[App 3E.1(a)]**
- 25.1.2 the aggregate number of Shares (expressed as a number and percentage) which may be used for the purpose of or pursuant to the Plan; **[App 3E.1(b)]**
- 25.1.3 the calculation of the fixed maximum percentage of Shares which may be received by any Participant in terms of the Plan; **[App 3E.1(c)]**
- 25.1.4 the amount payable by a Participant under the Plan (if any); the basis for determining the purchase, subscription or option price (which must be a fixed mechanism for all participants); the period in which payments, or loans to provide the same, may be paid or after which payments or loans to provide the same, must be paid, the terms of any loan; the procedure to be adopted on termination of employment or retirement of a participant **[App 3E.1(d)]**
- 25.1.5 the voting, dividend, transfer and other rights (including those arising on a liquidation of the Company) which may attach to any Award; **[App 3E.1(e)]**
- 25.1.6 the provisions of this clause 25.

25.2 Subject to approval from the BSE, clause 25.1 will not apply to any amendment which is:

- 25.2.1 minor and to benefit the administration of the Plan;
- 25.2.2 to take account of any changes in legislation; or
- 25.2.3 to obtain or maintain favourable Tax, exchange control or regulatory treatment for the Company, any Employer Company or any present or future Participant.

25.3 Without derogating from the provisions of clause 25.1, if it should become necessary or desirable by reason of the provisions of Applicable Laws at any time after the signing of the Plan, to amend the provisions of the Plan so as to preserve the substance of the provisions contained in the Plan but to amend the form so as to achieve the objectives embodied in the Plan in the best manner, having regard to such Applicable Laws and without prejudice to the rights of the Participants concerned, then the Remco may (with the prior approval (if required) of every stock exchange on which the Shares are at the time listed) amend the Plan accordingly. In addition, if any restriction or prohibition has been inserted in the Plan by reason of a restriction or prohibition in the BSE Listings Requirements, and the BSE Listings Requirements are subsequently amended so as to remove or vary that restriction or prohibition, then that restriction or prohibition in the Plan shall be deemed to have also been removed or amended, unless the Remco determines otherwise in its sole discretion.

## 26. SHARES IN DEMATERIALISED FORM

Notwithstanding any provision in the Plan, the Company shall not be obliged to deliver to the Participant share certificates in respect of the Shares Settled to him/her in terms of the Plan, but shall instead be obliged to procure such electronic transactions and/or entries and to deliver to the Participant such documents (if any) as may be required to reflect his/her rights in and to such Shares pursuant to the provisions of the Act, the Financial Markets Legislation the rules of the CSDB ,and the requirements of the BSE.

## 27. **DISPUTES**

- 27.1 Should any dispute of whatever nature arise from or in connection with the Plan (including an urgent dispute), then the dispute shall, unless the parties thereto otherwise agree in writing, be referred to the Chairman of the Remco directly, who, together with the Remco, shall decide thereon and that decision shall be final and binding on all parties to the dispute.
- 27.2 This clause is severable from the rest of the Plan and shall remain in effect even if the Plan is terminated for any reason.

## 28. **DATA PROTECTION**

- 28.1 By participating in the Plan and/or by this/her signature of the Acceptance Notice, a Participant is deemed to agree and consent to:
  - 28.1.1 the collection, use and processing by the Company and any member of the Group of Personal Data relating to the Participant, for all purposes reasonably connected with the administration of the Plan;
  - 28.1.2 the Company and any member of the Group transferring Personal Data to or between any of such persons for all purposes reasonably connected with the administration of the Plan and the use of such Personal Data by such persons for all purposes reasonably connected with the administration of the Plan;
  - 28.1.3 the transfer to and retention of such Personal Data by any third party anywhere in the world for all purposes reasonably connected with the administration of the Plan.

## 29. **PROFITS AND LOSSES AND TERMINATION OF THE PLAN**

- 29.1 The Company shall bear any losses sustained by the Plan which are not recovered from Employer Companies in terms of clause 8. Furthermore, the Company shall be entitled to receive and be paid any profits made in respect of the purchase, acquisition, sale or disposal of Shares.
- 29.2 The Plan shall terminate if the Board so resolves at any time, but Awards granted before such termination will continue to be valid and as described in the provisions of this Plan. Any deficit arising from the winding up of the Plan shall be borne by the Company, to the extent not recovered by the Company from Employer Companies.

## 30. **DOMICILIUM AND NOTICES**

- 30.1 The parties choose *domicilium citandi et executandi* for all purposes arising from the Plan, including the giving of any notice, the payment of any sum, the serving of any process, as follows-
  - 30.1.1 the Company: The address and telefax number of the Registered Office of the Company from time to time;
  - 30.1.2 each Participant: The physical address, telefax number and electronic mail address from time to time reflected as being his/her address, telefax number and/or electronic mail address in the Group's payroll system from time to time.
- 30.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other physical address and/or its facsimile number and/or (in the case of a Participant) his/her electronic mail address; provided in the case of a Participant such variation is also made to his/her details on the Group's payroll system.

30.3 Any notice given and any payment made by any party to the other which:

30.3.1 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;

30.3.2 is posted by prepaid registered post from an address within Botswana 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;

30.3.3 is transmitted by electronic mail and/or facsimile to the addressee at the addressee's electronic address and/or facsimile address 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.

**31. COMPLIANCE [APP 3E GENERALLY]**

31.1 The Company shall comply with (and procure compliance by all members of the Group with) all Applicable Laws. The Plan shall always be operated and administered subject to all Applicable Laws.

31.2 Without derogating from the generality of the foregoing, the Company shall ensure compliance with Appendix 3E and section 5.15 of the BSE Listings Requirements.

**32. GENERAL PROVISIONS**

32.1 To the extent that shareholder approval is required to authorise any performance by the Group as contemplated in the Plan, such performance shall only take place once the requisite shareholder approval has been obtained. To the extent that the requisite shareholder approval is not obtained, the Remco shall exercise its discretion in determining the appropriate response. In certain circumstances, the Remco may be obliged to inform the Participants that their rights under the Plan have been postponed or forfeited. The Company will not be liable for any loss that may be suffered by the Participant because of such postponement or forfeiture.

32.2 The receipt of an Award in any year by a Participant does not create any rights and/or expectations that the same Participant shall be entitled to any further Awards in any subsequent years. An Employee's eligibility to receive Awards shall be determined annually by the Remco.

32.3 Awards made under the Plan will not be included in a Participant's pensionable salary.

32.4 The Plan and participation in it shall not form part of any contract of employment between any Employer Company and any Employee and the rights and obligations of any individual under the terms of his/her office or employment with the Employer Company shall not be affected by his/her participation in the Plan. This Plan shall not entitle a Participant any right to continued employment nor shall it afford an individual additional rights to compensation or damages for any loss or potential loss which he/she may suffer (by reason of being unable to receive Shares or otherwise) in consequence of the termination of any office or employment within the Group for any reason whatsoever, regardless of whether such termination of employment was lawful, unlawful, fair or unfair.

32.5 The Plan shall not confer on any person any legal or equitable rights against any Employer Company directly or indirectly, or give rise to any cause of action at law or in equity against any Employer Company.

32.6 The rights of Participants under this Plan are determined exclusively by these Rules and the Award Letter. **[App 3E.1(e)]**

- 32.7 This Plan does not provide for "rolling over" of shares.
- 32.8 The Plan shall be governed by and construed in accordance with the laws of Botswana.

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**Chairman of the Board**