

**RULES OF THE
ADAPT IT HOLDINGS LIMITED
EXECUTIVE INCENTIVE PLAN**

TABLE OF CONTENTS

Page No

1.	INTERPRETATION AND DEFINITIONS	<u>34</u>
2.	MAKING OF OFFERS	<u>57</u>
3.	ACCEPTANCE OF AN OFFER.....	<u>711</u>
4.	RULING PRICE	<u>915</u>
5.	SALE AND PURCHASE OF "INCENTIVE" UNITS.....	<u>915</u>
6.	TAKEOVER OF COMPANY AND CHANGED CIRCUMSTANCES.....	<u>1217</u>
7.	ADMINISTRATION AND AMENDMENT	<u>1217</u>
8.	<u>CLAWBACK.....</u>	<u>19</u>
89.	TERMINATION	1321
910.	CONFIDENTIALITY	1421
101.	LISTINGS REQUIREMENTS OF THE JSE.....	214

**RULES OF THE ADAPT IT HOLDINGS LIMITED
EXECUTIVE INCENTIVE PLAN**

1. INTERPRETATION AND DEFINITIONS

In these Rules:-

1.1 the following words and expressions have the following meanings:-

1.1.1 "**Act**" – means the Income Tax Act No. 58 of 1962, as amended;

1.1.2 "**the Board**" – means the Remuneration Committee of the board of directors of the Company for the time being;

1.1.3 "**the Claw Back Circumstances**" - means any act or omission constituting direct or indirect financial manipulation or fraud by a Participant (or person who was a Participant under the Rules) or by a Participant (or person who was a Participant under the Rules) with any other person or persons, including without limitation a material misstatement of the financial results of the Company and/or its Subsidiaries or the financial results of the segment for which the Participant (or person who was a Participant under the Rules) was solely or with 1 (one) or more other person / people responsible in part or in whole, that the auditors of the Company or the outside counsel of the Company determines to have been caused by, or to be directly attributable to, an intentional, a fraudulent, an intent to defraud or grossly negligent act or omission by a Participant (or person who was a Participant under the Rules) or by a Participant (or person who was a Participant under the Rules) with any other person or persons;

1.1.4 ~~4.1.3~~"the Company" – means Adapt IT Holdings Limited, Registration Number: 1998/017276/06;

1.1.5 ~~4.1.4~~"CPI" – means the weighted average of the Consumer Price Index in respect of all areas and for all items as published by Central Statistical Services (Statistical Release PO141.7) from time to time for the ~~immediate past~~ twelve month reporting period immediately preceding the date of the Acceptance Notice referred to in Rule 3;

1.1.6 ~~4.1.5~~"Date of Grant" – means the date on which the Board makes an Offer in accordance with the provisions of Rule 2.1;

- [1.1.7](#) "Designated Event" – bears the meaning as defined in Rule 3.2;
- [1.1.8](#) "Designated Event Date" – means the date on which a Designated Event occurs in respect of a Participant/s;
- [1.1.9](#) "Designated Offer Date" – means 1 July of any financial year in which a Date of Grant occurs;
- [1.1.10](#) "Designated Percentage" – means the percentage which the number of days between the Designated Offer Date and the Designated Event Date, constitutes of the number of days , as regards the -
- [1.1.10.1](#) the First Tranche Incentive Units as defined in Rule 3.1.1.1, from the Designated Offer Date to the 1st (first) anniversary of the Designated Offer Date; and
- [1.1.10.2](#) the Second Tranche Incentive Units as defined in Rule 3.1.1.2, from the Designated Offer Date to the 2nd (second) anniversary of the Designated Offer Date;
- [1.1.11](#) "Designated Third Party" – bears the meaning as defined in Rule 3.2;
- [1.1.12](#) ~~4.1.6~~ **"Eligible Employee"** – means any person (including a director) who at any Date of Grant is Employed, whether permanently or on a fixed term contract;
- [1.1.13](#) ~~4.1.7~~ **"Employed/Employment"** – means employed by the Company or a Subsidiary;
- [1.1.14](#) "Employment Condition" – means the Participant is Employed at the date of acceptance or deemed acceptance of an Offer or part of an Offer;
- [1.1.15](#) ~~4.1.8~~ **"the Formula"** – means:

$$P = n \times (S1 - S2)$$

where:

P - is the consideration payable for the "Incentive" Units sold by the Participant to the Company in terms of Rule 5; and

n - is the number of "Incentive" Units sold by the Participant to the Company in terms of Rules 3.4 and 5; and

S1 - is the Ruling Price, determined in accordance with the provisions of 4, applicable as at the Sale Date in respect of the "Incentive" Units sold in accordance with Rules 3.4 and 5; and

S2 - is the Ruling Price, determined in accordance with the provisions of 4, applicable as at the Date of Grant in respect of the "Incentive" Units sold in accordance with Rules 3.4 and 5;

[1.1.16](#) ~~4.1.9~~ **"Issue Price"** – means the issue price of the Shares which are to be issued to Participants in terms of Rule 5.3, determined with reference to the VWAP as at the Sale Date;

[1.1.17](#) ~~4.1.10~~ **"Incentive Unit"** – means a notional share in the Company, the value of which determines the value of an Offer;

[1.1.18](#) ~~4.1.11~~ **"JSE"** – means JSE Limited;

[1.1.19](#) ~~4.1.12~~ **"Offer"** – means an offer made to an Eligible Employee on a Date of Grant to acquire "Incentive" Units in accordance with these Rules;

[1.1.20](#) ~~4.1.13~~ **"Offer Certificate"** – means a certificate by which an Offer is evidenced as referred to in Rule 2.35;

[1.1.21](#) ~~4.1.14~~ **"Participant"** – means any Eligible Employee (including, where the context permits, the legal representatives of such person) who holds an Offer Certificate and/or "Incentive" Units pursuant to an Offer;

[1.1.22](#) ~~4.1.15~~ **"Plan"** – means this plan, being the Adapt IT Holdings Limited Executive Incentive Plan, as amended from time to time;

[1.1.23](#) ~~4.1.16~~ **"these Rules"** – means the rules contained herein, together with any amendment/s thereto effected in accordance with the provisions of Rule 67;

[1.1.24](#) ~~4.1.17~~ **"Ruling Price"** means the price of an Incentive Unit from time to time, to be determined with reference to the VWAP of the Shares at the Date of Grant or the Sale Date, as the case may be, in accordance with the provisions of Rule 4, on the basis that the applicable Ruling Price at the Date

of Grant and at the Sale Date shall be the value of an "Incentive" Unit at such time;

[1.1.25](#) ~~4.1.18~~ "Sale Date" – means in relation to a sale by a Participant to the Company of "Incentive" Units in terms of Rules 3.4 and 5, the date of delivery by such Participant to the Company of the Acceptance Notice referred to in Rule 3;

[1.1.26](#) ~~4.1.19~~ "Shares" – means ordinary shares in the Company;

[1.1.27](#) ~~4.1.20~~ "Subsidiary" – means a subsidiary of the Company;

[1.1.28](#) ~~4.1.24~~ "Sponsor" – means the Sponsor entered on the JSE's Register of Sponsors that is appointed to the Company, from time to time, in terms of Section 2 of the JSE Listings Requirements; and

[1.1.29](#) ~~4.1.22~~ "VWAP" – means the 30 (thirty) day volume weighted average price at which the Shares are traded on the JSE for the 30 (thirty) trading day period immediately preceding the Date of Grant or the Sale Date, as the case may be.

1.2 Where the context so admits words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine; and any reference to a statute (or a particular Chapter, Part or Section thereon) shall mean and include any statutory modification or re-enactment thereof for the time being in force and any regulations made thereunder.

1.3 In exercising its sole and absolute discretion in terms of these Rules, the Board shall at all times act in accordance with the prevailing policies and within the guidelines and principles laid down by the Board from time to time, subject to the JSE Listings Requirements, including without limitation, the number of "Incentive" Units to form the subject matter of an Offer to be made to an Eligible Employee.

2. MAKING OF OFFERS

2.1 Subject to the provisions of Rule 3, the Board may make Offers at such times to such Eligible Employees as the Board in its absolute discretion deems fit, which offers shall in each instance only become an Offer after receipt by the Company within 30 (thirty) days, or such longer period as the Board may determine, from the date on which the Board notified the Eligible Employee in writing of its intention

to make an Offer, of a duly signed notice acknowledging the Offer and the terms thereof duly signed by the Eligible Employee in such form as determined by the Board in its discretion ("**Acknowledgment of Offer Notice**"). At the time of making an Offer, the Board will be required to determine, in its sole discretion whether the relevant Offer to a specific Eligible Employee shall be regarded as a retention Offer in circumstances where the Board has identified a specific risk of the relevant Eligible Employee leaving the employment of the Company or a Subsidiary ("**Retention Offer**") and resolved to designate the Offer as a Retention Offer for purposes of these Rules and failing any express determination the Offer shall not constitute a Retention Offer. All provisions of these Rules shall apply equally to all Offers, including a Retention Offer, save as may be specifically determined otherwise.

2.2 The Offers may be made by the Board subject to such conditions (additional to the conditions set out in these Rules and not inconsistent with the provisions of the Plan ("**Additional Conditions**")) as the Board may in each case deem fit. Any such Additional Conditions, including a condition to the effect that an Offer shall not be capable of acceptance in terms of Rule 3.1 unless the Company has achieved an annual increase in headline earnings of not less than a percentage equal to CPI plus 8% (eight percent). Any such additional conditions, which shall be performance based and/or retention based, in respect of any Offer and may be waived or varied, in the sole discretion of the Board, if an event occurs which causes the Board to consider that such a Additional eConditions should reasonably be waived or varied.

2.3 All Offers, other than a Retention Offer, shall include a condition that an Offer shall not be capable of acceptance in terms of Rule 3.1 unless the Company has achieved -

2.3.1 as the primary objective and full vesting threshold, an annual increase in headline earnings per Share, as at the date of the Acceptance Notice, of not less than a percentage equal to CPI multiplied by 2 (two) ("**the Target Headline Earnings per Share Condition**"), in which case 100% (one hundred per cent) of the Offer shall be capable of acceptance as contemplated in Rule 3.1.1.1.1 and Rule 3.1.1.2.1 ; or

2.3.2 as the partial vesting threshold, an annual increase in headline earnings per Share, as at the date of the Acceptance Notice, of not less than a percentage

equal to CPI multiplied by 1.5 (one and a half) up to an increase below CPI multiplied by 2 (two) ("the Partial Vesting Target Headline Earnings per Share Condition"), in which case 50% (fifty per cent) of the Offer shall be capable of acceptance, with the remaining 50% (fifty per cent) of the Offer forfeited, as contemplated in Rule 3.1.1.1.2 and Rule 3.1.1.2.2.

2.4 If the Board has specified in the Offer Certificate that the relevant Offer to a specific Eligible Employee shall be regarded as a Retention Offer the Board may not make such Offer subject to any Additional Conditions and the Retention Offer shall only be subject to the Employment Condition.

2.5 ~~2.3~~An Offer shall be evidenced by the issue of an Offer Certificate. An Offer Certificate shall state that the Offer is made in terms of these Rules, whether the relevant Offer to a specific Eligible Employee shall be regarded as a Retention Offer, shall specify the number of Incentive Units forming the subject matter of the Offer in question, the Date of Grant, the Ruling Price as at the Date of Grant and any ~~a~~Additional ~~e~~Conditions relating to the Offer determined by the Board in terms of Rule 2.2, and shall be otherwise in such form (not inconsistent with the provisions of the Plan) as the Board may from time to time determine. If any Offer Certificate shall be defaced, destroyed or lost, it may be replaced on such evidence being provided and on such terms as the Board may reasonably require.

2.6 ~~2.4~~Notwithstanding anything to the contrary herein contained or implied, the Board may, in its sole and absolute discretion:-

2.6.1 ~~2.4.1~~makes Offers to Participants at a discount of not more than 10% (ten percent) to the prevailing Ruling Price, in special circumstances;

2.6.2 ~~2.4.2~~reduce the number of Incentive Units forming the subject matter of the portion of any Offer not yet accepted by the Participant, in the event that the Participant to whom such Offer has been made is demoted or his/her position in the Company or a Subsidiary is downgraded for any reason whatsoever,

and in such circumstances, the relevant Offer Certificate shall be endorsed accordingly.

[2.7](#) ~~2.5~~ No amount shall be payable by an Eligible Employee in consideration for the making of an Offer nor by a Participant for the acceptance of all or any portion of such Offer.

[2.8](#) ~~2.6~~ Notwithstanding anything to the contrary herein contained or implied in these Rules:

[2.8.1](#) an Eligible Employee shall not become a Participant and shall not have any rights under these Rules, unless the Eligible Employee to whom an Offer has been made, has signed an Acknowledgment of Offer Notice as contemplated in Rule 2.1;

[2.8.2](#) ~~2.6.4~~ the Plan shall not constitute any contract of employment between the Company and any Participant and it shall not confer on any Participant any legal or equitable rights (other than those constituted by the Offers as described herein) whatsoever against the Company directly or indirectly or give rise to any cause of action at law or in equity against the Company;

[2.8.3](#) ~~2.6.2~~ the benefits to the Participants under the Plan shall form part of their remuneration for tax purposes, but shall not form part of remuneration for pension purposes;

[2.8.4](#) ~~2.6.3~~ an Offer to a Participant is a matter entirely separate from any pension right or entitlement he/she may have and from his/her terms and conditions of employment and participation in the Plan shall in no respect whatever affect his/her pension rights or entitlements or terms and conditions of employment and in particular (but without limiting the generality of the foregoing) any Participant who ceases to be Employed shall not be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under the Plan which he/she might otherwise have enjoyed.

[2.9](#) ~~2.7~~ An Offer shall be personal to the Participant and shall not be assignable and any purported assignment, transfer, charge, disposal or dealing with the rights or interest of the Participant under the Plan shall render the Offer and the Participant's rights thereunder as being of no further force or effect. "Incentive" Units do not carry any rights to dividends that may be declared by the Company.

[2.10](#) ~~2.8~~ An Offer does not confer any rights on a Participant to acquire any Shares, other than in terms of Rule 5.3.

3. ACCEPTANCE OF AN OFFER

3.1 Subject to Rule 2.46.2, Rule 3.2 and Rule 3.3, and subject further to any conditions attached to an Offer pursuant to Rule 2.2, a Participant shall be entitled to accept an Offer by written notice to the Company as follows ("**the Acceptance Notice**"):-

3.1.1 in respect of an Offer, other than a Retention Offer:-

3.1.1.1 50% (fifty percent) of the Incentive Units forming the subject matter of an Offer ("**the First Tranche Incentive Units**") shall be capable of acceptance by the Participant at any time from the 1st (first) anniversary of the Date of Grant until the 3rd (third) anniversary of the Date of Grant, ~~unless the applicable conditions subject to the following~~
:-

3.1.1.1.1 if the Target Headline Earnings per Share Condition has been met as at the 1st (first) anniversary of the Date of Grant, the entire First Tranche Incentive Units shall be capable of acceptance by the Participant;

3.1.1.1.2 if the Partial Vesting Target Headline Earnings per Share Condition has been met as at the 1st (first) anniversary of the Date of Grant, 50% (fifty per cent) of the First Tranche Incentive Units shall be capable of acceptance by the Participant and the remainder of the First Tranche Incentive Units shall lapse and shall cease to be capable of acceptance;

3.1.1.1.3 ~~3.1.1~~any other Additional Conditions to that portion of the Offer have not been fulfilled or waived by resolution of the Board and notified in writing to the Participant, by the 1st (first) anniversary of the Date of Grant, in which event such Incentive Units shall only be capable of acceptance by the Participant from the date that the Company gives written notice to the Participant that the applicable conditions have been fulfilled or waived by resolution of the Board and notified in writing to the Participant;

3.1.1.1.4 subject to Rule 3.2, the Employment Condition is satisfied at the date of acceptance;

[3.1.1.2](#)

the remaining 50% (fifty percent) of the Incentive Units forming the subject matter of an Offer ("the Second Tranche Incentive Units") shall be capable of acceptance by the Participant at any time from the 2nd (second) anniversary of the Date of Grant until the 3rd (third) anniversary of the Date of Grant, ~~unless the applicable conditions subject to the following -~~

[3.1.1.2.1](#)

if the Target Headline Earnings per Share Condition has been met as at the 2nd (second) anniversary of the Date of Grant, the entire Second Tranche Incentive Units shall be capable of acceptance by the Participant; or

[3.1.1.2.2](#)

if the Partial Vesting Target Headline Earnings per Share Condition has been met as at the 2nd (second) anniversary of the Date of Grant, 50% (fifty per cent) of the Second Tranche Incentive Units shall be capable of acceptance by the Participant and the remainder of the Second Tranche Incentive Units shall lapse and shall cease to be capable of acceptance; and

[3.1.1.2.3](#)

~~3.1.2~~any other Additional Conditions to that portion of the Offer have not been fulfilled or waived by resolution of the Board and notified in writing to the Participant, by the 2nd (second) anniversary of the Date of Grant, in which event such Incentive Units shall only be capable of acceptance by the Participant from the date that the Company gives written notice to the Participant that the applicable conditions have been fulfilled or waived by resolution of the Board and notified in writing to the Participant; ; and

[3.1.1.2.4](#)

subject to Rule 3.2, the Employment Condition is satisfied at the date of acceptance,

~~3.1.3~~provided that the rights of acceptance of an Offer in terms of the foregoing provisions shall be cumulative (i.e. to the extent that right of acceptance vests but is not exercised prior to the expiry of the relevant period, such right of acceptance may be exercised thereafter) and provided further that any portion of an Offer not accepted in writing by the Participant

prior to the 3rd (third) anniversary of the Date of Grant shall lapse and shall no longer be capable of acceptance by the Participant; and

3.1.2 in respect of a Retention Offer, the Incentive Units forming the subject matter of a Retention offer shall be deemed to have been accepted by the Participant on the 3rd (third) anniversary of the Date of Grant provided that the Employment Condition is satisfied on the date of such 3rd (third) anniversary.

3.2 Notwithstanding the provisions of Rule 3.1, ~~all of the~~ "provided that the Participant was in the employment of the Company or a Subsidiary on the date immediately preceding the relevant Designated Event in Rule 3.2.1 or on the date on which the Designated Event in Rule 3.2.2, 3.2.3 or 3.2.4 occurs: (i) all of the Incentive" Units forming the subject matter of an Offer which have ~~not already been accepted already become capable of acceptance by the Participant in accordance with the provisions of Rule 3.1 shall remain capable of acceptance by the Participant (or the executor of his/her and/or person holding a power of attorney to act on behalf of the Participant ("the Designated Third Party")) on the basis that those which lapsed and ceased to be capable of acceptance, shall remain so lapsed; and (ii) the Designated Percentage of all of the Incentive Units forming the subject matter of an Offer which have not already become capable of acceptance by the Participant in accordance with the provisions of Rule 3.1 shall become capable of acceptance by the Participant (or the Designated Third Party),~~ forthwith by the delivery of an Acceptance Notice to the Company upon the happening of any of the following events ("the Designated Events"):

3.2.1 the Participant ceases to be Employed by reason of his/her:

3.2.1.1 death; or

~~3.2.1.2 disability; or~~

3.2.1.2 disability (as defined in the Company's ~~pension or provident fund regulations~~ Group Life Assurance Policy from time to time, or if the Participant's employment is terminated by reason of disability as resolved by the Board and the Board resolved that the Participant will be regarded as disabled for purposes of the Plan); or

- 3.2.1.3 retirement in the ordinary course (retirement as defined in the Company's Policy pension or provident fund regulations from time to time, or if the Participant's employment is terminated by reason of retirement as resolved by the Board and the Board resolved that the Participant will be regarded as retired for purposes of the Plan); or
- 3.2.1.4 retrenchment for operational reasons only by the company which employs the Participant in accordance with the Labour Relations Act, 1995, as read with the Company's internal policies; or
- 3.2.2 an offer ~~has been made~~ to acquire all of the issued Shares in the Company has been accepted and has become unconditional; or
- 3.2.3 the entire business conducted by the Company or the Subsidiary concerned, is to be sold to a third party and an unconditional agreement to that effect has been entered into or the agreement entered into has become unconditional; or
- 3.2.4 the passing of a resolution for the voluntary winding-up of the company which employs the Participant, unless in terms of a restructure;

provided that any portion of an Offer which has not, in the circumstances set out in Rules 3.2.1.1 and 3.2.1.3 been accepted within a period 6 (six) months from the date of the happening of the relevant event; and in the circumstances set out in Rules 3.2.1.2, 3.2.2, 3.2.3 or 3.2.4, been accepted within a period of 90 (ninety) days from the date of the happening of the relevant event, shall lapse and shall no longer be capable of acceptance by the Participant.

- 3.3 Notwithstanding anything to the contrary herein contained or implied, a Participant shall be deemed to have waived his/her right to accept the portion of the Offer which has not already been accepted by such Participant in accordance with the foregoing provisions, should the Participant cease to be Employed for any reason whatsoever other than the reasons set out in Rule 3.2.1.
- 3.4 Upon acceptance by the Participant of any portion of an Offer, the "Incentive" Units in respect of which the Offer has been accepted shall vest in the participant and immediately upon vesting, the Participant shall be deemed to have been sold the "Incentive" Units so vested to the Company in accordance with the provisions of Rule 5.

4. RULING PRICE

- 4.1 The Ruling Price will be determined in a consistent manner by the Sponsor of the Company with reference to the VWAP of the Shares at the relevant date, being the Date of Grant or the Sale Date, as the case may be.
- 4.2 The Sponsor of the Company shall issue a certificate certifying the Ruling Price as at the relevant date, which certificate shall be final and binding on the Company and the Participant.

5. SALE AND PURCHASE OF "INCENTIVE" UNITS

Subject at all times to the provisions of Rule 3.2, Rule 3.3 and Rule 3.4, the Company hereby agrees and undertakes to the Participants that it shall purchase any portion of the Incentive Units which shall have vested in such Participants pursuant to the acceptance of any portion of an Offer in terms of Rule 3 by the delivery of an Acceptance Notice referred to in Rule 3, stating the number of Incentive Units in respect of which he/she is accepting the Offer, upon the terms set out hereunder:-

- 5.1 An Acceptance Notice shall only be valid if the Offer of the "Incentive" Units referred to therein shall have been accepted by the Participant in question as at the date of delivery thereof.
- 5.2 The purchase consideration payable by the Company to the Participant in question in respect of the Incentive Units sold to the Company shall be an amount determined in accordance with the Formula.
- 5.3 The purchase consideration payable by the Company to the Participant in question shall, subject at all times to the provisions of Rule 5.4, be discharged by the Company on the 7th (seventh) business day after the Sale Date:-
- 5.3.1 by way of the issue and allotment to the Participant concerned of such number of Shares which, at the Issue Price, shall be equal to the amount of the purchase consideration of his/her Incentive Units;

alternatively and at the sole and absolute discretion of the Company, subject to being in the best interests of the Company at the time of acceptance of an Offer (in respect of any Offer other than a Retention Offer):-

- 5.3.2 in cash or partly in cash and partly by way of the issue and allotment of such number of Shares which, at the Issue Price, shall be equal to the portion of the purchase consideration to be discharged by the issue and allotment of Shares.
- 5.4 Notwithstanding the provisions of Rule 5.3, the number of Shares which may be issued and allotted by the Company in order to discharge the whole or portions, as the case may be, of the purchase consideration of the “Incentive”_Units purchased by the Company in terms of the Plan, shall not –
- 5.4.1 in the aggregate, in respect of all of the Incentive Units to be purchased by the Company in terms of the Plan, exceed 21,600,000 (twenty one million six hundred thousand) Shares; and
- 5.4.2 in respect of any one Participant, in pursuance of the acquisition of Incentive Units from him/her, exceed 2,160,000 (two million one hundred and sixty thousand) Shares, provided that the aforementioned numbers of Shares shall be increased or reduced pro rata in pursuance of any subdivision, consolidation, capitalisation issue or scrip dividend by the Company in respect of its Shares.

provided that the aforementioned numbers of Shares shall be increased or issue or scrip dividend by the Company in respect of its Shares.

The Company's auditors or any other independent advisors acceptable to the JSE must confirm to the JSE in writing that any adjustments to the maximum aggregate number of shares referred to in 5.4.1 and/or the maximum number of shares in respect of which any single Participant shall have rights in terms of the Plan referred to in 5.4.2 are in accordance with the provisions of the Plan, which written notice must be provided to the JSE at the time that any such adjustment is finalised.

In addition, any adjustments to the maximum aggregate number of shares referred to in 5.4.1 and/or the maximum number of shares in respect of which any single participant shall have rights in terms of the Plan referred to in 5.4.2 must be reported on in the annual financial statements of the Company for the financial year during which such adjustment is made.

- 5.5 The Participant shall deliver to the Company the Incentive Unit Certificate in respect of the "Incentive" Units forming the subject matter of the sale.
- 5.6 In the event that the Incentive Units forming the subject matter of the sale shall be less than the number of "Incentive" Units referred to in an Incentive Unit Certificate, the Company shall either return the "Incentive" Unit Certificate of the Participant duly endorsed to reflect the new number of Incentive Units or issue to him/her a new Incentive Unit Certificate which shall contain all the information which would have been contained in such endorsed Incentive Unit Certificate.
- 5.7 Any taxes or other payments which must be withheld in terms of the Act in pursuance of the sale of the Incentive Units shall be deducted from the ~~mount~~ amount of the purchase consideration payable by the Company to the Participant in question and shall be paid by the Company to the revenue authority concerned.

6. TAKEOVER OF COMPANY AND CHANGED CIRCUMSTANCES

Should control of the Company pass to another person or company as a result of a take-over, reconstruction, amalgamation or merge which makes provision for the Participants to receive equity instruments allotted and issued by such other persons or in such other company in substitution of their Plan Shares on terms in the opinion of the Auditors Company's auditors or such other independent expert as the Board may deem appropriate in the circumstances (such opinion being given by them as experts and not as arbitrators or quasi arbitrators) not less favourable than those on which those Participants are entitled to their Plan Shares, they shall be obliged to accept such equity instruments in such other company on such terms.

7. ADMINISTRATION AND AMENDMENT

- 7.1 The Plan shall be administered under the directions of the Board acting in accordance with the policies and principles laid down by the Board, who may at any time and from time to time by resolution amend these Rules in any respect, subject to the JSE Listings Requirements, provided that no amendment shall materially prejudice any rights already acquired by a Participant under the Plan.
- 7.2 Notwithstanding anything to the contrary herein contained and subject to the JSE Listings Requirements, the Board may restructure, amend, vary, modify or alter any of these Rules, or cancel the Plan in its entirety, subject to being sanctioned by the Company in general meeting in terms of a resolution approved by a 75%

majority of the votes cast in favour of such resolution, should circumstances so require, provided that the rights of Participants shall be compensated for in a fair and equitable manner. In the event of a dispute in regard to such compensation, such dispute shall be determined by the auditors of the Company, regard being had to the provisions of Rule 7.5.

7.3 Save as otherwise expressly provided herein, the Board's decision on any matter concerning the Plan shall be final and binding.

7.4 The costs of the operation of the Plan shall be borne by the Company.

7.5 In any matter in which they are required to act hereunder, the auditors of the Company shall be deemed to be acting as experts and not as arbitrators, and save in the event of a manifest error, the decision of the auditors in so acting shall be final and binding on the Company and the Participants. The Arbitration Acts 1950-1979 shall not apply hereto.

7.6 The Company shall in its annual financial statements, provide particulars of:

7.6.1 the number of Incentive Units which have been taken up by Participants in terms of Offers made to them and which "Incentive" Units are subject to the Plan;

7.6.2 any changes in the number of Incentive Units which have been taken up by Participants during the year;

7.6.3 the number of Incentive Units initially taken up by Participants as Incentive Units and which during the year have ceased to be Incentive Units;

7.6.4 the Issue Price at which Participants were offered Incentive Units during the year and the total number of Incentive Units taken up by Participants at such Issue Price;

7.6.5 the total number of Incentive Units still available to be taken up by Eligible Applicants in terms of the Plan;

7.6.6 any adjustment in the number of Shares which may be utilised for purposes of this Plan;

7.6.7 any adjustment in the fixed maximum number of Shares which may be acquired by any one Participant; and

- 7.6.8 a summary of the number of Shares that may be utilised for purposes of the Plan, changes in such number during the accounting period and the balance of Shares available for utilisation for the purposes of the Plan at the end of the financial year.
- 7.7 All notices under the Plan shall be in writing and, if to the Company, shall be either delivered in person to the company secretary of the Company and, if to a Participant, shall be delivered personally to him/her at his/her place of work.
- 7.8 The Plan shall be subject to the jurisdiction and the laws of the Republic of South Africa.

8. CLAWBACK

8.1 Without limiting any other provision in these Rules, should the Claw Back Circumstances apply at any time in respect of a Participant, a person who is Employed at the time ("Employee") and/or an Eligible Employee (or former Participant, Employee and/or Eligible Employee) to whom an Offer has been or was made, the Board may determine, in its sole discretion, by notice in writing to the relevant person ("Cancellation Notice"), in respect of any Incentive Units which are or were the subject matter of an Offer Certificate, and -

8.1.1 in respect of which an Acceptance Notice has not yet been issued or deemed to have been issued by the relevant person, that the Offer be cancelled with immediate effect and the person shall have no right to issue an Acceptance Notice in respect thereof and shall have no recourse against the Company of any nature whatsoever;

8.1.2 in respect of which an Acceptance Notice has been issued by the person and in respect of which the purchase consideration has not been discharged as contemplated in Rule 5 at the time of the Cancellation Notice, that the Offer and the Acceptance Notice be cancelled, in which circumstances the Company shall have no obligation to the person to make payment of the relevant purchase consideration and the person shall have no recourse against the Company of any nature whatsoever; and/or

8.1.3 in respect of which an Acceptance Notice has been issued by the person and in respect of which the purchase consideration has been discharged as contemplated in Rule 5 at the time of the Cancellation Notice, that the Offer

and the Acceptance Notice be cancelled with retrospective effect and the Company shall be entitled to, in whole or in part, claim back by written demand ("**Demand Notice**") from the person an amount in cash equal to the purchase consideration paid to the person pursuant to Rule 5 in respect of the relevant Incentive Units which are the subject matter of the Cancellation Notice and the amount so claimed shall be paid at the earlier of a date before the person ceases to be an Employee and the date 10 days from the date of the issue of the Demand Notice by the Company to the person. For the avoidance of doubt, the amount so claimed back shall be payable in full in cash, notwithstanding that the purchase consideration under Rule 5 may have been discharged in part or in whole in Shares.

8.2 For purposes of ensuring that any amount claimed by the Company pursuant to this Rule 8 is paid by the person, the Board may, at its sole discretion, require the Participant to pay to the Company, on such terms as the Board may direct (including, without limitation, on terms that the relevant amount is to be deducted from any payment to be made to the Participant by the Company or a Subsidiary, to the extent permitted in law) such amount as is required for full payment to be made to the Company. Without limiting the foregoing, in pursuance of the foregoing, any person to whom an Offer has been made consents to the amount claimed under 3 above, being deducted from any outstanding payments due to the person on termination of his/her employment by the Company or a Subsidiary, including, payment in lieu of notice, accumulated annual leave and outstanding salaries or bonuses. The Company undertakes that such deductions will be made in accordance with section 34 of the Basic Conditions of Employment Act, 75 of 1997.

8.3 To the extent that the person who is the subject matter of this Rule 8 fails to repay the full amount claimed back by the Company under this Rule 8 and/or that the Company or Subsidiary is unable to deduct the full amount on termination of employment, the person acknowledges that the outstanding amount constitutes a debt to the Company, and that the Company may institute legal action against the person to recover the debt.

9. **TERMINATION**

The Board may at any time resolve to cease making of any further Offers under the Plan but in such event the existing rights of Participants shall not thereby be affected.

10. ~~9.~~ **CONFIDENTIALITY**

It is a condition of the making of the Offer under the Plan that Participants keep the details of his/her Offer confidential. ~~A breach of this provision shall entitle the Board to cancel the Offer and all rights flowing therefrom, including "Incentive" Units that may already have vested in such Participant.~~

11. ~~10.~~ **LISTINGS REQUIREMENTS OF THE JSE**

The implementation of the Plan shall, to the extent applicable, be subject to the relevant provisions of the Listings Requirements of the JSE.