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**AMENDED AND RESTATED RULES**

**KUMBA IRON ORE LIMITED**  
(Registration No 2005/015852/06)

**BONUS AND RETENTION SHARE PLAN**

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## 1. INTRODUCTION

1.1 The purpose of the Kumba Iron Ore Limited Bonus and Retention Share Plan ("BRP") is to enhance the ability of the Group to incentivise, attract, retain and reward selected ~~Eligible~~ Employees who are able to contribute to the performance of the Group and to encourage the participation of these Employees in the Group, by providing them with the opportunity of receiving equity in the form of Shares in the Company and/or cash, thereby encouraging their advancement of the Group's interests. ~~14.1(a)~~

~~1.2~~ The BRP comprises two types of Awards, namely (i) Bonus Awards and (ii) Retention Awards, which can be Awarded as (i) Forfeitable Shares, (ii) Conditional Shares, (iii) Phantom Shares or (iv) in respect of only Bonus Awards, Deferred Cash.

~~1.2.1.3~~ ~~These Rules hereby terminate the Original Rules, and replace and supercede the Original Rules in their entirety, with effect from the Approval Date. Accordingly, these Rules replace the terms of the Original Rules on the basis that the BRP continues in existence on the terms set out in these Rules.~~

~~1.3.1.4~~ The BRP is hereby ~~constituted amended and restated~~ by the Company in terms of these Rules, subject to the approval of the shareholders of the Company in terms of the JSE Listings Requirements.

## 2. INTERPRETATION

2.1 In these Rules, unless inconsistent with the context, the following words and expressions shall have the following meanings:

2.1.1 "Anglo American Group" Anglo American plc, its Subsidiaries and Associates;

2.1.2	"Anglo American plc"	Anglo American plc, a public limited company incorporated in accordance with the laws of the United Kingdom with registration number 03564138;
2.1.3	"Annual Bonus"	the Company's performance cash bonus for the relevant Financial Year, used as a method to determine the number of Bonus Awards;
2.1.4	"Associates"	as defined in the JSE Listings Requirements;
2.1.5	"Approval Date"	the date on which these Rules are approved by the shareholders of the Company as contemplated by the JSE Listings Requirements, which date is expected to be <del>10-28</del> <u>May 2019</u> <u>2024</u> ;
2.1.6	"Auditors"	the auditors of the Company from time to time;
2.1.7	"Award"	the award of (i) a Bonus Award or (ii) a Retention Award, which can be awarded as Forfeitable Shares, Conditional Shares or Phantom Shares and in respect of only a Bonus Award, Deferred Cash;
2.1.8	"Award Date"	the date on which the Committee resolves to make an Award to an <del>Eligible</del> Employee, as specified in an Award Letter;
2.1.9	"Award Letter"	the document prepared by the Committee which is addressed to an <del>Eligible</del> Employee to whom an Award is made, containing the information set out in Rule 5.6;
2.1.10	"Board"	the board of Directors, from time to time;
2.1.11	"Bonus Award"	an award of either Forfeitable Shares, Conditional Shares, Phantom Shares or Deferred Cash (as determined by the Committee in its sole discretion), calculated with reference to the Annual Bonus for

		the Financial Year ending immediately preceding the Award Date and made to an <del>Eligible</del> Employee in accordance with these Rules;
2.1.12	"BRP"	the Kumba Iron Ore Limited Bonus and Retention Share Plan, constituted by <u>the Original Rules as amended and replaced by these Rules</u> , as amended from time to time;
2.1.13	"BSP"	the Kumba Iron Ore Limited Bonus Share Plan, adopted by the Company on 20 March 2009, as amended from time to time;
2.1.14	"Business Day"	any day that is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.15	"Capitalisation Issue"	an issue of capitalisation shares as contemplated in section 47 of the Companies Act;
2.1.16	"Change of Control"	all circumstances where the Company is no longer under the direct or indirect Control of Anglo American plc;
2.1.17	"Committee"	the Human Resources and Remuneration Committee of the Board or any other duly authorised committee of the Board constituted for purposes of this BRP, provided that the members of such Committee shall not, at any time, hold any executive office with any Employer Company; 14.4
2.1.18	"Companies Act"	the Companies Act, 71 of 2008;
2.1.19	"Company"	Kumba Iron Ore Limited, a public company duly incorporated and registered in accordance with the laws of the Republic of South Africa under registration number 2005/015852/06;

2.1.20	"Conditional Shares"	a conditional right to acquire Shares on a future Vesting Date, by virtue of an Award;
2.1.21	"Control"	<p>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 50% (fifty per cent) of the voting rights at shareholders' meetings of the Company, irrespective of whether such holding or holdings confers <i>de facto</i> control; or</p> <p>b) the holding or control by a shareholder or member alone or pursuant to an agreement with other shareholders or members of more than 50% (fifty per cent) of the voting rights in the Company; or</p> <p>c) the entitlement, to directly or indirectly, appoint a majority of Directors, or to appoint or remove Directors having a majority of the votes exercisable at meetings of the Board;</p>
2.1.22	"CSDP"	a central securities depository participant, being a "participant" as defined in section 1 of the <a href="#">Financial Markets Act, 19 of 2012</a> <del>Securities Services Act, 36 of 2004</del> ;
2.1.23	"Deferred Cash"	a conditional right to receive cash on a future Vesting Date, by virtue of a Bonus Award;
2.1.24	"Directors"	the directors of the Company from time to time;
2.1.25	"Disability"	permanent disability or incapacity of an Employee (such that the Employee becomes permanently incapacitated and thereby unable to perform the functions which he is required to perform in the ordinary course of his employment with an Employer Company);

~~2.1.26~~ "Eligible Employee" ~~an Employee who holds an executive and/or senior office with an Employer Company or any other category of Employee that the Committee (in its sole discretion) may from time to time designate as an "Eligible Employee", provided that a member of the Committee shall not qualify as an Eligible Employee;~~

~~2.1.272.1.26~~ "Employee" ~~any person eligible for participation in the BRP, namely a person who is in the permanent employment of an Employer Company as at the relevant Award Date and holds an executive and/or senior office with an Employer Company or any other permanent employee of an Employer Company that the Committee (in its sole discretion) may from time to time designate as an "Employee", provided that a member of the Committee shall not qualify as an Employee and who is no older than 59 years of age. For the purposes of the determination, such person will not reach 60 years of age within the 12 months following the Award Date;~~

~~2.1.282.1.27~~ "Employer Company" ~~the Company and any other specific entity within the Group that is the employer of a particular Employee or Participant;~~

~~2.1.292.1.28~~ "Employment Condition" ~~the condition to Vesting, being a period of continued employment with the Group from the Award Date, which period shall be determined by the Committee (in its sole discretion) and specified in the Award Letter, it being recorded that as a guideline, the Employment Condition shall be a period of three years from the Award Date (and five years in respect of the chief executive officer of any Employer Company and one year in respect of Deferred Cash);~~

2.1.302.1.29 "Financial Year" the financial year of the Company which currently runs from 1 January to 31 December each year;

2.1.342.1.30 "Forfeitable Shares" Shares, Awarded to a Participant by virtue of an Award, registered in the name of or for the benefit of the Participant, the Vesting of which is subject to the fulfilment of the Employment Condition and any other condition as may be specified in the Award Letter;

2.1.322.1.31 "Group" the Company, its Subsidiaries and Associates;

2.1.332.1.32 "JSE" the JSE Limited, a public company incorporated with limited liability in accordance with the laws of the Republic of South Africa, with registration number 2005/022939/06, licenced as an exchange under the Financial Markets Act, 19 of 2012;

2.1.342.1.33 "JSE Listings Requirements" the Listings Requirements of the JSE, as amended from time to time;

2.1.352.1.34 "LRA" the Labour Relations Act, 66 of 1995;

2.1.362.1.35 "Malus" the adjustment (which could include a reduction or forfeiture) of the number of Awards Awarded to a Participant due to the occurrence of a Trigger Event prior to the Vesting Date;

2.1.372.1.36 "Market Value" the value ascribed to a Share, determined as being the volume weighted average price of a Share traded on the JSE over a period as determined by the Committee in its sole discretion;

2.1.37 "Original Rules" the rules in terms of which the BRP were adopted at the general meeting of the Company on 10 May 2019;



- 2.1.38 "Participant" an ~~Eligible~~-Employee to whom an Award has been made in terms of this BRP and who is deemed to have accepted the Award in terms of Rule 5.6, and includes the executor of such ~~Eligible~~-Employee's deceased estate where appropriate; 14.1(a)
- 2.1.39 "Phantom Share" a conditional right to receive cash on a future Vesting Date by virtue of an Award, the amount of which shall be determined with reference to the Market Value of a Share in respect of the Vesting Date of such Award;
- 2.1.40 "Price Sensitive Information" as defined in the JSE Listings Requirements;
- 2.1.41 "Prohibited Period" (i) a "closed period" as defined in the JSE Listings Requirements, and (ii) any period when there exists any matter which constitutes Price Sensitive Information in relation to the Company's securities (whether or not the Employee or Participant (as applicable) has knowledge of such matter);
- 2.1.42 "PSP" the Kumba Iron Ore Performance Share Plan, previously known as the Long Term Incentive Plan, originally adopted by the Company on 20 November 2006, as amended from time to time;
- 2.1.43 "Purchase Programme" a purchase programme wherein the dates and quantities of securities to be traded during a Prohibited Period are fixed (ie not subject to any variation) and which has been submitted to the JSE in writing prior to the commencement of a Prohibited Period, and in terms of which full details have been disclosed in an announcement over SENS prior to the commencement of a Prohibited Period, which Purchase Programme is in accordance with the provisions of the JSE Listings Requirements;

- 2.1.44 "Recharge Policy" a policy or agreement in force from time to time between the Company and an Employer Company regulating the funding of a Settlement;
- 2.1.45 "Redundancy" where a Participant's employment with an Employer Company is terminated for operational requirements, as contemplated in the LRA;
- 2.1.46 "Retention Award" an Award of either Forfeitable Shares, Conditional Shares or Phantom Shares, Awarded to an Eligible Employee for purposes of retaining and/or signing-on such Eligible Employee, in accordance with these Rules;
- 2.1.47 "Retirement" in relation to a Participant, retirement in terms of the rules of the Participant's Employer Company's pension or provident fund or, in relation to a Participant who is not a member of such fund, reaching the age of 60 years or retirement pursuant to a service contract between the Participant and his current Employer Company, including Participants who retire before the age of 60 years with the Employer Company's consent;
- 2.1.48 "Rights Issue" the offer of any securities of the Company to all ordinary shareholders of the Company *pro-rata* to their holdings at the record date in respect of such offer;
- 2.1.49 "Rights Issue Shares" securities which a Participant can acquire in terms of a Rights Issue by virtue of Forfeitable Shares Awarded to him;
- 2.1.50 "Rules" the amended and restated rules relating to the BRP, [which replace and supercede the Original Rules](#), as contained in this document and as amended from time to time;

2.1.51	"SENS"	the Stock Exchange News Service of the JSE;
2.1.52	"Settlement"	the delivery of the required number of Forfeitable Shares and/or Conditional Shares and/or payment in respect of the value of Phantom Shares or payment of Deferred Cash, as the case may be, to a Participant in accordance with Rule 6 and in terms of the BRP. The words "Settle" and "Settled" will bear a corresponding meaning;
2.1.53	"Settlement Date"	the date on which a Settlement occurs;
2.1.54	"Shares"	ordinary shares in the capital of the Company;
2.1.55	"Subsidiary"	as defined in the Companies Act;
2.1.56	"Termination Date"	the date upon which a Participant ceases to be an Employee of an Employer Company for any reason whatsoever;
2.1.57	"Trading Day"	any day that is a trading day on the JSE and does not include a day on which trading on the JSE is scheduled to close prior to its regular weekday closing time;
2.1.58	"Treasury Shares"	as defined in the JSE Listings Requirements;
2.1.59	"Trigger Event"	an event, set out in the Award Letter, that may, if it occurs during the Vesting Period, result in the forfeiture of Awards, it being recorded that as a guideline, the Trigger Events will be contained in the annual Remuneration Report published to all shareholders for the ensuing Financial Year;
2.1.60	"Vest"	the Conditional Shares, the Forfeitable Shares, Phantom Shares or Deferred Cash (as the case may be) no longer being subject to any

restrictions or potential forfeiture as determined according to Rule 9.1, and "Vesting" and "Vested" will be construed accordingly; and

2.1.61 "Vesting Date" the date on which Vesting occurs.

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

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

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

2.5 References in these Rules to any statutory provisions include a reference to those provisions as amended or replaced from time to time and include any regulations made under them.

### 3. OUTLINE OF THE BRP

3.1 The BRP comprises two types of Awards:

#### 3.1.1 **Bonus Awards**

3.1.1.1 Bonus Awards are made with reference to the quantum of the Annual Bonus due to the Participant and, if Awarded in the form of Forfeitable Shares, Conditional Shares or Phantom Shares, the Market Value of Shares in respect of the Award Date, in line with the remuneration policy of the Anglo American Group and/or the Company, and may be granted in the form of either Conditional Shares, Forfeitable Shares, Phantom Shares or Deferred Cash, in the sole discretion of the Committee and in accordance with the Committee's policy (if any). For the avoidance of doubt, the number of Shares Awarded will be derived from a percentage of the quantum of the Annual Bonus due to the Participant, divided by the

Market Value of a Share in respect of the Award Date. Vesting of the Conditional Shares, Forfeitable Shares, Phantom Shares and/or Deferred Cash Awarded pursuant to a Bonus Award is subject to the Employment Condition and any other conditions as may be specified in the Award Letter. 14.1(a)

3.1.1.2 Subject to rule 10.2.4. Bonus Awards (if any) shall be Awarded to the Participants on an annual basis in respect of an ~~Eligible~~-Employee's performance following the end of a Financial Year, upon determination and finalisation of the Annual Bonus. For the avoidance of doubt, a Bonus Award may be zero.

3.1.2 **Retention Awards**

3.1.2.1 Retention Awards may be granted in the form of Conditional Shares, Forfeitable Shares or Phantom Shares in the sole discretion of the Committee. Vesting of the Conditional Shares, Forfeitable Shares or Phantom Shares Awarded pursuant to a Retention Award is subject to the Employment Condition and any other conditions as may be specified in the Award Letter.

3.1.2.2 Retention Awards may be made in the following instances:

3.1.2.2.1 as once-off awards for the appointment of new ~~Eligible~~-Employees, to assist in the recruitment of ~~Eligible~~-Employees which invariably requires compensation to address value forfeited by such ~~Eligible~~-Employee on resignation from his or her previous employer; or

3.1.2.2.2 to new ~~Eligible~~-Employees where the start date of such new ~~Eligible~~-Employee is such that there would be a long delay before the next Bonus Awards are made, particularly in cases where such ~~Eligible~~-Employee has not been given a once-off discretionary award as compensation for value forfeited on resignation from a previous employer; or

3.1.2.2.3 as a retention mechanism.

3.2 The following may be Awarded (in the sole discretion of the Committee) under each of the Bonus Award and the Retention Award:

3.2.1 **Conditional Shares**

Conditional Shares are Awarded to a Participant, but the Participant has no shareholder rights in respect of the Conditional Shares until the Vesting Date.

3.2.2 **Forfeitable Shares**

Forfeitable Shares are Awarded to a Participant and are registered in the name of, or held for the benefit of, the Participant, and the Participant is entitled to shareholder rights in respect of such Shares, but may not dispose of or encumber such Shares until the Vesting Date.

3.2.3 **Phantom Shares**

Phantom Shares are Awarded to a Participant and the Participant is only entitled to receive cash on the Vesting Date, which cash amount shall be determined with reference to the Market Value of a Share in respect of the Vesting Date.

3.2.4 **Deferred Cash**

Deferred Cash is Awarded pursuant to a Bonus Award only and the Participant is only entitled to payment of such Deferred Cash on the Vesting Date. [14.1\(a\)](#)

**4. BRP LIMITS**

4.1 **Overall Shares available for the BRP**

4.1.1 Subject to Rule 4.3, the aggregate number of Shares which may be Settled after the Approval Date under the BRP and the PSP collectively, shall at no time exceed 16,104,299 Shares, which represents 5% of the current issued ordinary share capital of the Company as at the Approval

Date. In the event of a discrepancy between the number of Shares and the percentage of issued Shares represented by such number of Shares, the number of Shares shall prevail over the stated percentage. 14.1(b), 14.12

4.1.2 In determining the number of Shares Settled for the purposes contemplated in Rule 4.1.1, the following will be included:

4.1.2.1 Treasury Shares which have been utilised to Settle an Award; and

4.1.2.2 the actual number of new Shares issued by the Company in Settlement. 14.12

4.1.3 In determining the number of Shares Settled for the purposes contemplated in Rule 4.1.1, the following will be excluded:

4.1.3.1 Shares purchased in the market as contemplated in Rule 6 in Settlement;

4.1.3.2 Forfeitable Shares Settled which do not Vest in a Participant as a result of the forfeiture or lapsing (ie *Malus*) thereof. Such Shares will revert back to the BRP for future allocation to Participants; and 14.3(f)

4.1.3.3 Conditional Shares which have been held as Treasury Shares prior to the Vesting Date and which are not subsequently Settled to a Participant as a result of the forfeiture or lapsing (ie *Malus*) thereof. 14.3(f)

4.2 **Individual limit** 14.1 (c)

Subject to Rule 4.3, the maximum number of Shares in aggregate Settled and Vested to any individual Participant under the BRP and the PSP after the Approval Date shall at no time exceed 3,220,860 Shares, which represents 1% of the current issued ordinary share capital of the Company as at the Approval Date. For the avoidance of doubt, any Forfeitable Shares Settled which do not Vest and are forfeited will not be included in the limit. In the event of a discrepancy between the number of Shares

and the percentage of issued Shares represented by such number of Shares, the number of Shares shall prevail over the stated percentage.

**4.3 Adjustments related to limits 14.3 (a) (b), (c), (d) and (e)**

4.3.1 The Committee must, where required, adjust the number of Shares stated in Rule 4.1.1 (without the prior approval of shareholders in a general meeting) to take into account a sub-division or consolidation of Shares. Such adjustment to the number of Shares should reflect entitlement to the same proportion of the equity capital as that to which the Participant was previously entitled. 14.3(a)

4.3.2 The Committee may, where required, adjust the number of Shares stated in Rule 4.2 (without the prior approval of shareholders of the Company in a general meeting) to take into account a Capitalisation Issue, a special dividend, a Rights Issue or reduction of capital of the Company. Such adjustment to the number of Shares should reflect entitlement to the same proportion of the equity capital as that to which the Participant was previously entitled. 14.3(b)

4.3.3 The issue of Shares as consideration for an acquisition, and the issue of Shares for cash or a vendor consideration placing, will not be regarded as a circumstance that requires any adjustment to the limits stated in Rules 4.1.1 and 4.2. 14.3(c)

4.3.4 The Auditors, or other independent advisor acceptable to the JSE, will confirm to the JSE in writing that any such adjustment made in terms of Rules 4.3.1 and 4.3.2 (as applicable) has been properly calculated on a reasonable and equitable basis, in accordance with the Rules. 14.3(d)

4.3.5 Any adjustments made in terms of Rules 4.3.1 and 4.3.2 must be reported on in the Company's financial statements in the year during which the adjustment is made. 14.3(e)

**5. MAKING OF AWARDS 14.1(f)**

5.1 The Committee is responsible for the governance of the BRP, and shall appoint an administrator to assist with the administration of the BRP as contemplated in Rule 15.



5.2 The Committee will, upon the recommendations received from each Employer Company in respect of a Participant employed by such Employer Company, exercise its sole discretion in making Awards and in relation thereto, the Committee will, within the parameters of these Rules (i) identify ~~Eligible~~-Employees as potential Participants; (ii) determine the quantum of each Award; (iii) determine the number of and whether the Award comprises Conditional Shares, Forfeitable Shares, Phantom Shares and/or Deferred Cash allocated per Award and in each case, the value of the Conditional Shares, Forfeitable Shares, Phantom Shares and/or the value of the Deferred Cash comprising the Award; and (iv) determine any conditions to which the Award may be subject (including *Malus*); and (v) determine all other issues relating to the governance of the BRP. In making each Award, the Committee shall consider the overall affordability of the Group.

5.3 Subject to Rule 19, the decision of the Committee in any question of interpretation of the Rules or any dispute relating to or connected with the BRP shall be final and conclusive.

5.4 **Criteria for Awards**

5.4.1 The basis upon which a Bonus Award is made will take into account the quantum of the Annual Bonus due to the Participant and the Market Value of Shares (in the case of Conditional Shares, Forfeitable Shares and/or Phantom Shares), whilst Retention Awards will be based on an Employer Company's requirements to attract and/or retain ~~Eligible~~-Employees. 14.1(f)

5.4.2 Selection to participate in an Award does not give rise to any right or expectation of a Bonus Award or Retention Award being determined at any particular level or at all.

5.5 **Timing of Awards**

The Committee may, on recommendation of and on behalf of an Employer Company, select any ~~Eligible~~ Employee of such Employer Company for participation in the BRP, and may (in its sole discretion) make an Award to such ~~Eligible~~-Employee at any time, provided such Award is made after the Approval Date and such Award is not made:

- 5.5.1 during a Prohibited Period (other than in respect of an Award of Deferred Cash); or
- 5.5.2 on a day on which there are any restrictions on the making of an Award to the Employee as imposed by any statute, order, regulation or directive, or by any code adopted by the Company based on the provisions contained in the King Report on Corporate Governance (as amended from time to time) relating to dealings in securities by directors and/or the JSE Listings Requirements.  
[14.1](#), [14.9\(d\)](#) & [14.9\(e\)](#)
- 5.6 **Award Letters**
  - 5.6.1 The Committee shall, on behalf of an Employer Company, communicate an Award to a Participant by way of an Award Letter, which shall be in writing and which shall specify the terms of the Award, including, without limitation:
    - 5.6.1.1 the nature of the Award (ie whether the Award is a Bonus Award or a Retention Award);
    - 5.6.1.2 whether the Award comprises Conditional Shares, Forfeitable Shares, Phantom Shares or Deferred Cash;
    - 5.6.1.3 the nature and number of the Shares (if any) which comprise the Award (ie whether the Award comprises Forfeitable Shares, Conditional Shares or Phantom Shares and the number of such Shares);
    - 5.6.1.4 any conditions or restrictions to which the Award and the Conditional Shares, Forfeitable Shares, Phantom Shares and/or Deferred Cash is subject, including, without limitation, the Employment Condition;
    - 5.6.1.5 any Trigger Events (including *Malus*) to which the Award is subject in that UnVested Awards may be reduced or forfeited prior to the Vesting Date should a Trigger Event (as stipulated in the Award Letter) occur prior to the Vesting Date;

5.6.1.6 the Vesting Date of the Conditional Shares, Forfeitable Shares, Phantom Shares and/or Deferred Cash;

5.6.1.7 any additional terms and conditions of the Award.

5.7 As the Award is made to an Employee in his personal capacity and in the course of his or her employment, the rights accruing to a Participant under this BRP and in terms of these Rules may, subject to Rule 12.10, only be exercised by him and are not transferrable.

5.8 An Employee shall not be required to communicate his acceptance of an Award to his Employer Company or the Committee. However, an Employee may reject an Award within ten (10) Business Days after the date of delivery of the relevant Award Letter. An Award which is not rejected in accordance with this Rule shall automatically be deemed to have been accepted by such Employee.

5.9 Subject to Rule 5.6, Awards will take effect from the Award Date, or such other date as stated in the Award Letter, but may not be awarded retrospectively.

5.10 Save for Securities Transfer Tax ("STT") which the Employer Company may recover from the Participant at the time of Settlement (or thereabouts), the Participant will not be required to pay any consideration whatsoever for the grant of an Award, Vesting or the Settlement thereof. The method of recovering the STT will be agreed between the Employer Company and the Participant prior to the Settlement Date and, failing such agreement being reached, the Employer Company may withhold such amount required from the Participant's salary or other payments due to the Participant from the Employer Company. 14.1(d)(i)

**6. PROVISION RELATING TO THE BSP**

6.1 It is recorded that a number of awards granted to participants under the BSP have not yet Vested and/or have not yet been Settled in terms of the rules of the BSP.

6.2 In the event that the BSP, the Company and, if applicable, the respective Employer Company (subject to the rules of the BSP) agree to transfer the awards granted to one or more participants under the BSP that have not yet Vested and/or have not yet been Settled to the BRP, the Committee shall have the sole

discretion to accept the transfer of such awards, and in doing so such awards shall then be governed by these Rules.

**7. SETTLEMENT OF CONDITIONAL SHARES, FORFEITABLE SHARES, PHANTOM SHARES AND DEFERRED CASH**

7.1 Subject to the provisions of this Rule 7, Forfeitable Shares and Conditional Shares shall be Settled as follows:

7.1.1 Forfeitable Shares shall be Settled within a 30 (thirty) calendar day period following the Award Date in respect of such Forfeitable Shares, in accordance with the Settlement methods set out in Rule 7.4; and

7.1.2 Conditional Shares shall be Settled within a 30 (thirty) calendar day period following the Vesting Date in respect of such Conditional Shares, in accordance with the Settlement methods set out in Rule 7.4. If the Participant's employment with an Employer Company terminates after the Vesting Date but before the Settlement Date for whatever reason, the Vested Conditional Shares shall be Settled to such Participant on the Settlement Date.

7.2 Phantom Shares shall be Settled within a 30 (thirty) calendar day period following the Vesting Date in respect of such Phantom Shares, in accordance with the Settlement methods set out in Rule 7.4. If the Participant's employment with an Employer Company terminates after the Vesting Date but before the Settlement Date for whatever reason, the Vested Phantom Shares shall be Settled to such Participant on the Settlement Date.

7.3 Deferred Cash shall be Settled within a 30 (thirty) calendar day period following the Vesting Date in respect of such Deferred Cash, by payment in cash, into the bank account nominated by the Participant in writing. If the Participant's employment with an Employer Company terminates after the Vesting Date but before the Settlement Date for whatever reason, the Deferred Cash shall be Settled to such Participant on the Settlement Date in accordance with this Rule.

7.4 The Conditional Shares and Forfeitable Shares shall be Settled using one of the following Settlement methods:

7.4.1 Settlement by market purchase of Shares:

the Company or relevant Employer Company will incur an expense by making a cash contribution of the purchase consideration in relation to the Shares that are required to be Settled at that time, such payment to be made to the third party seller of such Shares, on the basis that the third party seller will transfer the relevant number of Shares to the relevant Participant(s); or 14.9(c)

7.4.2 Settlement by use of Treasury Shares:

7.4.2.1 to the extent an Employer Company holds Treasury Shares, it shall be entitled to utilise such number of Treasury Shares it holds as is equivalent to the Shares to be Settled in respect of the Participants employed by it, to discharge its obligations to effect Settlement to such Participants; or

7.4.2.2 the relevant Employer Company will incur an expense by making a cash contribution to any Subsidiary of the Company which holds Treasury Shares on the basis that the Subsidiary will deliver to a Participant, for and on behalf of the Employer Company, the number of Shares required for the purpose of discharging the Employer Company's obligation to effect Settlement to that Participant. The cash contribution which the Employer Company shall make to the Subsidiary shall be the higher of:

7.4.2.2.1 the Market Value per Share in respect of the Settlement Date; or

7.4.2.2.2 an amount equal to the cost incurred by the Subsidiary in acquiring the Treasury Shares;

7.4.3 Settlement by subscription for Shares:

the relevant Employer Company will incur an expense by making a cash contribution to the Company for the value of the subscription price of the Shares concerned, on the basis that the Company will issue the Shares to the relevant Participant at the Market Value per Share in respect of the Settlement Date, for the purpose of discharging such Employer Company's obligation to deliver Shares to Participants and effect Settlement to the Participant; or

7.4.4 Settlement by cash:

7.4.4.1 notwithstanding the foregoing, the Employer Company may, on instruction of the Committee, Settle Conditional Shares in cash, by paying such Participant an amount in cash in lieu of any Shares based on the Market Value of the Shares in respect of the Vesting Date;

7.4.4.2 for the avoidance of doubt, Forfeitable Shares shall always be Settled as Shares and not in cash.

7.5 The Employer Company shall Settle Phantom Shares in cash, by paying such Participant an amount in cash in lieu of any Shares based on the Market Value of the Shares in respect of the Vesting Date;

7.6 Where the Company issues the Shares or incurs costs in the Settlement of an Award, whether in the form of the cash contribution or otherwise, the Company may recharge such costs to the relevant Employer Company in terms of the Recharge Policy.

7.7 Shares intended for use in the Settlement may not be purchased during a Prohibited Period, unless a Purchase Programme is in place and the Company has instructed an independent third party, which makes its investment decisions in relation to the Company's securities independently of, and uninfluenced by the Company, prior to the commencement of the Prohibited Period to execute the Purchase Programme. [14.9\(e\)](#)

7.8 In the event that Shares are purchased during a Prohibited Period in accordance with the provisions of a Purchase Programme, an announcement must be made pursuant to paragraphs 3.63 – 3.74 (director dealings) of the JSE Listings Requirements, which will include a statement confirming that the purchase was put in place pursuant to a Purchase Programme. 14.9(f)

**8. PARTICIPANTS' RIGHTS BEFORE THE VESTING DATE**

8.1 Participants who have been Awarded Conditional Shares shall have no shareholder rights whatsoever prior to the Vesting Date, where all restrictions on the Conditional Shares shall fall away. All Conditional Shares shall be Settled within 30 calendar days of their Vesting.

8.2 Participants who have been Awarded Phantom Shares shall have no shareholder rights whatsoever at any time and shall only be entitled to Settlement in cash subsequent to the Vesting Date, where all restrictions on the Phantom Shares shall fall away. The Phantom Shares shall be Settled within 30 calendar days of its Vesting.

8.3 Participants who have been Awarded Deferred Cash shall have no shareholder rights whatsoever at any time and shall not be entitled to the Deferred Cash prior to the Vesting Date, where all restrictions on the Deferred Cash shall fall away. The Deferred Cash shall be Settled within 30 calendar days of its Vesting.

8.4 Participants who have been Awarded Forfeitable Shares shall have all shareholders rights (including voting and dividend rights) and the Shares shall rank *pari passu* with the existing issued Shares (other than in respect of the right to dispose of or encumber such Forfeitable Shares) on the Award Date. All Forfeitable Shares shall be Settled within 30 calendar days of the Award Date. 14.1(e) All restrictions on the Forfeitable Shares shall fall away on the Vesting Date.

8.5 Further, in respect of Forfeitable Shares:

8.5.1 the Committee will procure that the Participants are entered into the appropriate register as beneficial owners of the Forfeitable Shares subject to the Award. The Participant shall not be entitled to dispose of or encumber the Forfeitable Shares and consequently such Forfeitable

Shares shall be subject to the control of the Company, an Employer Company or CSDP engaged by the Company from their Settlement Date to and including their Vesting Date, where after the Committee shall procure unrestricted delivery of such Shares to the Participant and shall procure the release of the Forfeitable Shares whereupon the Participant will be able to dispose of or encumber the Forfeitable Shares freely;

8.5.2 the Participant shall provide his Employer Company with, and the Participant shall consent to his Employer Company furnishing the Company and/or CSDP with, any and all information relating to the Participant's identification that the Company and/or CSDP may require in order to ensure compliance with the Financial Intelligence Centre Act, 2001 or any other applicable legislation;

8.5.3 the Employer Company and/or any entity within the Anglo American Group shall not be liable for any loss or damage arising from any act or omission of the CSDP, any employee, director, or representative of the Employer Company or such CSDP in connection with or arising out of the holding of, or transacting in, the Shares;

8.5.4 if Forfeitable Shares are forfeited:

8.5.4.1 the Participant shall immediately on forfeiture cease to have any right or interest in them or to any dividends declared but not yet paid in respect of such Forfeitable Shares;

8.5.4.2 the Participant is deemed to have consented to the immediate transfer of his beneficial ownership in such Shares, for no consideration or nominal consideration, to any person as the Committee may direct in its sole discretion;

8.5.4.3 the Committee retains the right (in its sole discretion) to:

8.5.4.3.1 instruct the CSDP to sell or to procure the sale of any such Forfeitable Shares held on the Participant's behalf on such terms as the Committee, in its sole discretion (but on recommendation from the relevant Employer Company), may consider appropriate;



8.5.4.3.2 retain the proceeds of any sale referred to in Rule 8.5.4.3.1, net of any deductions that may be owing to the CSDP or Employer Company, plus any dividends forfeited in terms of Rule 8.5.4.1; and

8.5.4.3.3 take such further steps as the Committee in its sole discretion may consider appropriate to deal with the Forfeitable Shares.

**9. VESTING OF AWARDS**

9.1 Subject to Rules 10 and 11, an Award will Vest on the later of:

9.1.1 the date on which the Participant has satisfied the Employment Condition; and

9.1.2 to the extent applicable, the date on which any other conditions as set out in the Award Letter have been satisfied.

9.2 After the Vesting of an Award, any restrictions imposed on the Conditional Shares or Forfeitable Shares (including on disposing and encumbering such Shares), the Phantom Shares or Deferred Cash comprising the Award will cease to apply and the risk of forfeiture will fall away, and such Participant shall be entitled to unrestricted ownership of the Conditional Shares or Forfeitable Shares and receipt of cash in respect of the Phantom Shares and payment of such Deferred Cash (if any).

**10. TERMINATION OF EMPLOYMENT 14.1(h)**

**10.1 Fault Termination**

10.1.1 If a Participant's employment with any Employer Company terminates before the Vesting Date by reason of any of the following, it will be designated as a "Fault Termination":

10.1.1.1 his voluntary resignation from the employ of an Employer Company or a company within the Group;

10.1.1.2 his lawful dismissal from the employ of an Employer Company or a company within the Group in compliance with the provisions of the LRA; or

10.1.1.3 any reason other than in circumstances where the Participant's employment terminates as a No Fault Termination.

10.1.2 Unless the Committee determines otherwise in its sole discretion, in the event of a Fault Termination, all unVested Conditional Shares, Forfeitable Shares, Phantom Shares and unVested Deferred Cash will be forfeited in their entirety and will lapse immediately on the Termination Date. For the avoidance of doubt, any Conditional Shares, Forfeitable Shares, Phantom Shares or Deferred Cash which have already Vested will be unaffected by this provision and/or the termination of the Participant's employment and such Participant shall be entitled to continue to hold such Vested Conditional Shares, Vested Forfeitable Shares, Vested Phantom Shares and/or Vested Deferred Cash without restriction and such shall be Settled as provided for in the relevant sub-clause of clause 7.

10.2 **No Fault Termination**

10.2.1 If a Participant's employment with any Employer Company terminates prior to the Vesting Date by reason of any of the following, it will be designated as a "No Fault Termination":

10.2.1.1 death; or

10.2.1.2 Retirement; or

10.2.1.3 Redundancy; or

10.2.1.4 Disability; or

10.2.1.5 such Participant's employment with an Employer Company transfers to any third party pursuant to section 197 of the LRA;

10.2.1.6 voluntary separation by virtue of a mutual agreement between the Participant and the Employer Company, such separation being implemented in the pursuance of the Group's objectives and

policies (including without limitation employment equity, transformation or black economic empowerment), and provided that this application shall be determined on a case by case basis; and

10.2.1.7 any other reason, if the Committee so decides in its sole discretion in any particular case, such decision to be made within 10 (ten) Business Days after the Termination Date, unless special circumstances require a longer period to be allowed.

10.2.2 Unless the Committee determines otherwise in its sole discretion, in the event of a No Fault Termination:

10.2.2.1 all Deferred Cash shall Vest and to the extent possible be Settled as soon as practicable after the Termination Date; and

10.2.2.2 all Conditional Shares, Forfeitable Shares and/or Phantom Shares shall Vest and to the extent applicable be Settled as soon as practicable after the Termination Date unless the Participant is an executive director of an Employer Company, in which case, the Participant shall continue to participate in the BRP, save in the instance of death of the Participant where the Award shall Vest as soon as possible after the Termination Date.

10.2.3 For the purposes of this Rule 10 and notwithstanding any other provision in these Rules, a Participant will not be treated as ceasing to be a Participant if on the same date on which he ceases to be an Employee of an Employer Company, such Participant is immediately employed by or transferred to another entity within the Anglo American Group. Such Participant will therefore retain all his unVested Awards on the same terms originally Awarded.

~~10.2.3~~ 10.2.4 Notwithstanding any provision of these Rules, if an Employee's employment with any Employer Company terminates before Bonus Awards are made but during the Financial Year in respect of which a Bonus Award is to be made by reason of No Fault Termination, such Employee will as approved by the Committee, receive an award in respect of that year, pro-rated to the date of termination, or such later date as the Committee may determine and made in cash rather than in Forfeitable Shares.

Conditional Shares, Phantom Shares or Deferred Cash.

**11. CHANGE OF CONTROL 14.1(g)**

11.1 Unless the Committee determines otherwise in its sole discretion, in the event of a Change of Control of the Company before the Vesting Date, all the Awards shall Vest upon such occurrence of a Change of Control, and to the extent applicable, be Settled within 30 calendar days of such occurrence of a Change of Control, and such Settlement shall be pro-rated to reflect the number of months during which the Participant was in the employ of the Employer Company from the Award Date to the date of the Change of Control.

11.2 If there is an internal reorganisation in the Company or the Anglo American Group or other event which does not involve any Change of Control or if any other event happens which may affect the Awards, including the Shares ceasing to be listed on the JSE, the Committee may take such action as it considers appropriate to protect the interests of Participants, provided and to ensure the Participant is not in a worse position as he was prior to such event occurring. 14.1(g)

11.3 If the Company is placed into liquidation for purposes other than reorganisation, the Shares Awarded shall *ipso facto* lapse as from the liquidation date. 14.1(e)

11.4 For the avoidance of doubt, the provisions of Rules 11.2 and 11.3 shall not apply to an Award of Deferred Cash.

**12. VARIATION IN SHARE CAPITAL**

**12.1 Events applicable to Conditional Shares, Forfeitable Shares and Phantom Shares, but excluding a Rights Issue when it applies to Forfeitable Shares**

12.1.1 In the event of a Rights Issue, Capitalisation Issue, unbundling or any other corporate action or other event affecting the share capital of the Company, the Company making distributions including a distribution *in specie* or a payment in terms of section 46 of the Companies Act (other than a dividend paid in the ordinary course of business out of distributable reserves) before the

Vesting Date in respect of Shares Awarded (and excluding Deferred Cash), the Committee may make such adjustment to the number of Conditional Shares, Forfeitable Shares or Phantom Shares comprised in the relevant Awards as it deems appropriate. Such adjustment should place the Participant in no worse position as he was prior to such event occurring. 14.3(a), 14.3(b)

12.1.2 The Committee shall notify the Participants of any adjustments which are made under this Rule 12. Where necessary, in respect of any such adjustments, the Auditors, acting as experts and not as arbitrators and whose decision shall be final and binding on all persons affected thereby, shall confirm to the Committee in writing that these are calculated on a reasonable basis and in accordance with the Rules. The Auditors shall in addition confirm in writing to the JSE whether these adjustments were calculated in accordance with the Rules. Any adjustments made will be reported on in the Company's annual financial statements in the year during which the adjustment is made. 14.3(d) and (e)

12.1.3 The issue of Shares as consideration for an acquisition, the issue of Shares for cash and a vendor consideration placing will not be regarded as a circumstance requiring adjustment in terms of this Rule 12. 14.3(c)

12.2 **Rights Issue, only applicable to Forfeitable Shares 14.3(b)**

12.2.1 A Participant will be entitled to participate in any Rights Issue in respect of his Forfeitable Shares and any additional Shares subject to the Awards thereof as a result of any event listed in Rule 12.1 above. For the avoidance of doubt, Conditional Shares and Phantom Shares shall not be entitled to participate in any Rights Issue.

12.2.2 If a Rights Issue is proposed to the shareholders of the Company, the Committee shall advise the Participants holding Forfeitable Shares in writing of such Rights Issue. The written notice will specify:

12.2.2.1 the terms and conditions of the Rights Issue as contained in the letter of allocation accompanying the Rights Issue;

- 12.2.2.2 the number of Rights Issue Shares offered;
  - 12.2.2.3 the price payable in respect of the Rights Issue Shares and any applicable costs to the purchase of the Rights Issue Shares; and
  - 12.2.2.4 the date by which the Participant should notify the Committee if he intends to participate in the Rights Issue Shares, or sell his rights.
- 12.2.3 If any Participant holding Forfeitable Shares intends to purchase the Rights Issue Shares he must:
- 12.2.3.1 notify the Committee of his intention by the date specified in the notice sent to him in terms of Rule 12.2.2.1;
  - 12.2.3.2 simultaneously pay the full price in respect of the Rights Issue Shares and costs incidental thereto, including securities transfer tax in respect thereof; and
  - 12.2.3.3 be deemed to have authorised the CSDP, Company or Employer Company to take all necessary steps and sign all documents to purchase the Rights Issue Shares for his benefit.
- 12.2.4 If the Participant fails to notify the Committee of his intention to purchase the Rights Issue Shares by the date specified in the notice in terms of Rule 12.2.2.1, he will be deemed to have waived his right to take up any Rights Issue Shares in terms of the Rights Issue. In this instance, the CSDP, Employer Company or Company will (to the extent possible) sell the rights pertaining to the Rights Issue (at a price in its sole discretion) on behalf of the Participant and remit such net proceeds (net of the costs of selling such Rights Issue rights) to such Participant.
- 12.2.5 To the extent that Rights Issue Shares are acquired, the Rights Issue Shares will not be forfeited if employment is terminated prior to the end of the Rights Issue, however the Participant will forfeit his rights received in terms of the Rights Issue. Following the Rights Issue, the Rights Issue Shares will not be subject to any restrictions or forfeiture and shall not be classified or treated as Forfeitable Shares.

12.2.6 To the extent that a Participant is for any reason (legal, regulatory or otherwise) not permitted to participate in a Rights Issue, Rule 12.1 will apply *mutatis mutandis* to Forfeitable Shares that have not Vested.

12.3 For the avoidance of doubt, the provisions of this Rule 12 shall not apply to an Award of Deferred Cash.

**13. FURTHER CONDITIONS**

13.1 Any Employer Company may withhold any amounts or make such arrangements as are necessary, including the sale of Shares on behalf of a Participant, to meet any liability to taxation or any other liabilities and costs in respect of the Shares, unless the Participant discharges the liability himself.

13.2 On the Settlement Date, the Forfeitable Shares and/or Conditional Shares, as the case may be, shall be transferred by the CSDP on the Committee's instructions to the Participant's personal securities account with a CSDP or other nominated broker. All fees, costs or expenses relating to the Participant's personal securities account shall be payable by the Participant, save that the Employer Company shall be responsible for the costs of transferring the Participant's Forfeitable Shares and/or Conditional Shares, as the case may be, on the Settlement Date to the Participant's personal securities account with any broker nominated by the Participant. The Employer Company, the Committee and/or the Company make no representations or warranties (including tacit or otherwise) as to the likely Market Value of the Shares in respect of the Settlement Date.

13.3 If the Award, Vesting or Settlement of Shares would be in contravention of any restrictions imposed by a Prohibited Period relating to dealings in securities by Participants or the JSE Listings Requirements, the acquisition, disposal or delivery of such Shares will be delayed until there would be no such contravention.

13.4 The rights of Participants under this BRP are determined exclusively by these Rules and the following applies to the terms of employment of an Employee/Participant:

13.4.1 nothing in the Rules or the operation of the BRP forms part of the contract of employment or the employment relationship between an Employer Company and an Employee/Participant. The rights

and obligations arising from the employment relationship between the Employee/Participant and the Employer Company are separate from, and are not affected by, the BRP. Participation in the BRP does not create any right to, or expectation of, continued employment or a continued employment relationship;

13.4.2 the grant of Awards on a particular basis in any year does not create any right to or expectation of the grant of Awards or any other benefit, on the same basis, or at all, in any future year;

13.4.3 no Employee is entitled to participate in the BRP, or to be considered for participation in it, at a particular level or at all. Participation in one operation of the BRP does not imply any right to participate, or to be considered for participation in any later operation of the BRP; and

13.4.4 without prejudice to an Employee's right to acquire Forfeitable Shares, Conditional Shares, Phantom Shares or Deferred Cash under an Award subject to and in accordance with the terms of the Rules, no Employee/Participant has any rights in respect of the exercise or omission to exercise any discretion, or the making or omission to make any decision, relating to the Award. Any and all discretions, decisions or omissions relating to the Award may operate to the disadvantage of the Employee/Participant, even if this could be regarded as capricious or unreasonable, or could be regarded as in breach of any implied term between the Employee/Participant and his Employer Company, including any implied duty of trust and confidence. Any such implied term is excluded and overridden by this Rule.

13.5 If an Award is granted in error to an Employee, such Employee can be withdrawn from the BRP and such Award will immediately be forfeited in full.

13.6 No Employee/Participant has any right to compensation for any loss in relation to the BRP, including, without limitation:

13.6.1 any loss or reduction of any rights or expectations under the BRP in any circumstances or for any reason (including lawful or unlawful termination of employment or the employment relationship);



13.6.2 any exercise of a discretion or a decision taken in relation to an Award or to the BRP, or any failure to exercise a discretion or take a decision, whether such discretion is exercised by the Committee, an Employer Company, the CSDP or other person within the Anglo American Group;

13.6.3 the operation, suspension, termination or amendment of the BRP.

13.7 Each of the provisions of this Rule is entirely separate and independent from each of the other provisions. If any provision is found to be invalid then it will be deemed never to have been part of the BRP and to the extent that it is possible to do so, this will not affect the validity or enforceability of any of the remaining provisions.

13.8 This Rule applies:

13.8.1 whether the Company or Employer Company has full discretion in the operation of the BRP, or whether the Company or Employer Company could be regarded as being subject to any obligations in the operation of the BRP;

13.8.2 during an Employee's employment or employment relationship with an Employer Company; and

13.8.3 after the termination of an Employee's employment or employment relationship with an Employer Company, whether the termination is lawful or unlawful.

13.9 By virtue of his participation in the BRP, the Participant consents to the holding and processing of personal data provided by the Participant to the Company, any Employer Company, a CSDP or any trustee or third party service provider, for all purposes relating to the operation of the BRP. These include, but are not limited to:

13.9.1 administering and maintaining Participant records;

13.9.2 providing information to trustees of any employee benefit trust, registrars, brokers or third party administrators of the BRP; and

- 13.9.3 providing information to future purchasers of the Company or the Employer Company (or their business) in which the Participant works or worked.
- 13.10 Neither an Award nor any rights in respect thereof nor any Shares which have not Vested may be transferred, encumbered, ceded, assigned or otherwise disposed of by a Participant to any other person, except on the death of a Participant, his Awards and/or Shares may be transmitted to the executor of his deceased estate. 14.9(b)
- 13.11 Application will be made by the Company for a listing of Shares, as soon as possible after the issue of Shares, in the event that the Company elects to Settle the Award by issuing new Shares in terms of Rule 6.
- 13.12 To the extent applicable, Shares set aside in respect of Awards of Conditional Shares shall not have votes of the Company taken into account for resolutions taken in terms of or for purposes of the JSE Listing Requirements approval purposes at general/annual general meetings. Such Shares shall also not be taken into account for purposes of determining categorisations as contemplated in Section 9 of the JSE Listings Requirements. For the avoidance of doubt, Forfeitable Shares will have voting rights and will be entitled to receive dividends in the ordinary course. 14.10
- 13.13 In the case of an Award, Shares will only be purchased once a Participant or group of Participants to whom they will be allocated has been formally identified. 14.9 (a)
- 13.14 Any Shares acquired under the BRP are subject to the memorandum of incorporation of the Company from time to time in force.
- 13.15 The costs of introducing and administering the BRP will be borne by the Company and the relevant Employer Company, as regulated in the Recharge Policy.
- 13.16 The Company acknowledges that paragraphs 3.63 – 3.74 (director dealings) of the JSE listings requirements will apply to any dealings by the Company relating to the BRP. 14.9(d)

**14. DISCLOSURE IN ANNUAL FINANCIAL STATEMENTS 14.8**

The Company shall summarise and disclose in its annual financial statements the number of Shares that may be utilised for purposes of the BRP at the beginning of the financial year, and any changes in such number during the accounting period and the balance of securities available for utilisation for purposes of the BRP at the end of the financial year.

**15. ADMINISTRATION OF THE BRP**

15.1 The Committee shall appoint a compliance officer of the BRP (as contemplated in section 97 of the Companies Act) who shall be responsible for the operation and administration of the BRP, and shall be accountable to the Board. The compliance officer shall establish a platform to give effect to the BRP and will administer the BRP on behalf of the Committee and the Participants.

15.2 Subject to the provisions of the Rules and on instruction of the Committee, the compliance officer shall be obliged to ensure the expeditious and proper implementation and administration of the BRP.

15.3 Any fees payable to the compliance officer for the services rendered to the BRP shall be borne and paid for by the Company.

**15.4 duties of the administrator as the compliance officer**

In terms of section 97 of the Companies Act, the compliance officer is ultimately responsible for the administration of the BRP and must:

15.4.1 provide a written statement to any Employee who receives an offer of specified shares in terms of the BRP, setting out:

15.4.1.1 full particulars of the nature of the BRP, including the risks associated with it;

15.4.1.2 information relating to the Company, including its latest annual financial statements, the general nature of the Company's business and its profit history over the last three years; and

- 15.4.1.3 full particulars of any material changes that occur in respect of any information provided in terms of Rules 15.4.1.1 or 15.4.1.2;
- 15.4.2 ensure that the Company states in its annual financial statements the number of Shares it has Settled during that Financial Year in terms of the BRP;
- 15.4.3 ensure that copies of the documents containing the information referred to in Rule 15.4.1.1 are filed with the Companies and Intellectual Property Commission ("CIPC") within 20 Business Days after the BRP has been established; and
- 15.4.4 file a certificate with the CIPC within 60 Business Days after the end of each Financial Year, certifying that it has complied with the obligations in terms of section 97 of the Companies Act during the past Financial Year.

**16. AMENDMENTS 14.2**

- 16.1 Subject as provided in this Rule 15, the Committee may at any time, alter, vary or add to these terms and conditions as it thinks fit. Amendments to these terms and conditions may only affect the Awards of Participants that have already been made if they are to the advantage of Participants, subject to the JSE Listing Requirements.
- 16.2 Except as provided in Rule 16.3 the provisions relating to:
  - 16.2.1 eligibility to participate in the BRP;
  - 16.2.2 the aggregate number of Shares that may be used for purposes of the BRP;
  - 16.2.3 the aggregate number of Shares that may be used for the purposes of Awards in respect of an individual;
  - 16.2.4 the amount, if any, payable on acceptance of an Award;
  - 16.2.5 the basis for determining Awards;

- 16.2.6 the adjustment of Awards in the event of a variation of the share capital of the Company;
- 16.2.7 the voting, dividend and other rights attaching to Award, including those arising on a liquidation of the Company;
- 16.2.8 the limitations on benefits or maximum entitlements; and
- 16.2.9 the terms of Rules 9, 10 and 11, and of this Rule 16.2,

may not be amended without the prior approval of the JSE and by ordinary resolution of 75% (seventy-five percent) of the shareholders of the Company in general meeting, excluding all of the votes attached to Shares owned and controlled by persons who are existing Participants of the BRP and which have been acquired in terms of the BRP.

- 16.3 The Committee may make minor amendments for ease of the administration of the BRP, to comply with or take account of the provisions of any proposed or existing legislation or to obtain or maintain favourable, taxation or regulatory treatment of any Company, any Employer Company or any present or future Participant.

**17. DOMICILIUM AND NOTICES**

- 17.1 The parties choose *domicilium citandi et executandi* for all purposes arising from this BRP, including, without limitation, the giving of any notice, the payment of any sum, the delivery of Shares, the serving of any process, as follows:
  - 17.1.1 the Company and the Committee: the address of the registered office of the Company from time to time;
  - 17.1.2 Employer Company(ies): the address of the registered office of the Employer Company(ies) from time to time; and
  - 17.1.3 each Participant: the physical address and electronic address from time to time reflected in the Employer Company's payroll system from time to time.

- 17.2 Any of the above persons shall be entitled from time to time, by written notice to the other, to vary its *domicilium* to any other physical address within the Republic of South Africa and/or his electronic address, provided in the case of a Participant, such variation is also made to his details on the Employer Company's payroll system.
- 17.3 Any notice given and any delivery or payment made by any of the above persons to any other which:
- 17.3.1 is delivered by hand during normal business hours 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;
- 17.3.2 is delivered by courier during normal business hours at the addressee's *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee on the third day after the date of the instruction to the courier to deliver to the addressee;
- 17.3.3 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting; or
- 17.3.4 is transmitted by electronic mail to the addressee at the addressee's electronic mail address shall be rebuttably presumed to have been received at the date of receipt as determined under the provisions of the Electronic Communications and Transactions Act, 25 of 2002.
- 17.4 Any notice or other document given to any Participant pursuant to the BRP may be delivered to him or sent by post to him at his home address according to the records of the Employer Company or such other address as may appear to the Committee to be appropriate. Notices or other documents sent by post will be deemed to have been given 7 (seven) calendar days following the date of posting if sent by post.
- 17.5 Any notice or document given to the Employer Company pursuant to the BRP may be delivered to it or sent by post to its registered office marked for the attention of the company secretary of the Employer Company, or such other address as may be specified by the Employer Company and the documents will

not be deemed to have been received before actual receipt by the company secretary of the Employer Company.

**18. QUERIES OR COMPLAINTS**

- 18.1 Any queries or complaints relating to or in connection with the Rules or the BRP, including but not limited to any queries or complaints relating to the interpretation, application or implementation of the Rules or the BRP, shall be referred to the Committee in writing for its consideration. The Committee shall respond to the complainant in writing within 10 Business Days from the date of receipt of the query or complaint.
- 18.2 A party may request written reasons for any decision by the Committee made in terms of the Rules or the BRP within 15 Business Days of the decision being made. Such written reasons shall be provided by the Committee within 10 Business Days of the request.
- 18.3 Should a party remain unsatisfied with the decision and/or the reasons given by the Committee, the party shall raise a formal dispute in accordance with Rule 19.

**19. DISPUTES**

- 19.1 Subject to Rule 18, should any dispute arise in relation to or in connection with the Rules and/or BRP, including but not limited to:
- 19.1.1 the interpretation of; or
- 19.1.2 the carrying into effect of; or
- 19.1.3 any of the parties' rights and obligations arising from; or
- 19.1.4 the termination or purported termination of or arising from the termination of,
- the BRP, or on any matter which in terms of these Rules requires agreement by the parties (the "Dispute"), the Dispute shall be declared by way of written notice to the other party.

19.2 The arbitration shall be held in accordance with the Arbitration Act, 42 of 1965, before a sole arbitrator being an:

19.2.1 attorney or advocate if the dispute is one of a legal or general nature; or

19.2.2 accountant or auditor, if the dispute is one of an accounting or financial nature,

having not less than 10 years' experience in his/her relevant field of expertise. Should the parties be unable to reach agreement concerning the appointment of an arbitrator within 5 business days from service of the notice, the arbitrator shall be a Johannesburg advocate having not less than 10 years' experience nominated by the chairperson, for the time being, of the Legal Practice Council or its equivalent, on application by either party for the appointment of the arbitrator.

19.3 The arbitration shall be held as soon as practicable in Johannesburg and the language of the arbitration shall be English.

19.4 The arbitrator shall be entitled to dispense with such rules of evidence as he deems reasonable.

19.5 The parties shall endeavour to conclude the arbitration within 60 Business Days from the appointment of the arbitrator.

19.6 The decision of the arbitrator shall be final and binding on the parties with no option for appeal.

19.7 This clause shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the outcome of the arbitration.

19.8 The provisions of this clause are severable from the rest of the Rules and BRP and shall remain in effect despite the termination of or invalidity for any reason of the Rules and BRP.

## **20. GOVERNING LAW**

The BRP and these Rules shall be governed by the laws of the Republic of South Africa.



This BRP was duly adopted at the general meeting of Kumba Iron Ore Limited held at Centurion-Rosebank on 40-28 May 2019-2024 and the Rules were available for inspection for at least 14 calendar days prior to the general meeting at the Company's registered office. 14.7

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**Chairman of the General Meeting**