
RAINBOW CHICKEN LIMITED

(INCORPORATED IN THE REPUBLIC OF SOUTH AFRICA)

(REGISTRATION NUMBER 2024/200346/07)

SHARE APPRECIATION RIGHTS SCHEME

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1. INTRODUCTION

The purpose of the SAR Scheme is to provide selected employees, with the opportunity of receiving SAR Awards. The SAR Awards are intended as an incentive to promote the interests of the selected employees and those of the Participating Companies and to align the interests of the selected employees with those of the shareholders of the Participating Companies.

2. INTERPRETATION

2.1. In this document, the following words and expressions shall mean –

- | | | |
|--------|-------------------------------|--|
| 2.1.1. | "Act" | the Companies Act 71 of 2008, as amended; |
| 2.1.2. | "Award Price" | the price of an award made pursuant to this scheme and as determined in accordance with clause 7.5; |
| 2.1.3. | "Business Day" | a day on which the JSE is open for the transaction of business; |
| 2.1.4. | "Capitalisation Issue" | the issue of Rainbow Shares on capitalisation of Rainbow's profits and/or reserves; |
| 2.1.5. | "Closed Period" | a closed period as defined in the Listings Requirements applicable to Rainbow from time to time, which shall include any period during which any Participant is in possession of unpublished price sensitive information in relation to Rainbow Shares, or in the case of a director or Company Secretary of a Participating Company, where clearance to deal, as contemplated in the Listings Requirements, has not been granted to the director; |
| 2.1.6. | "Control" | |
| | 2.1.6.1. | the holding of shares or the aggregate of holdings of shares or other securities in Rainbow entitling the holder thereof to exercise, or cause to be exercised, more than 50% (fifty percent) of the voting rights at shareholders |

		meetings of Rainbow irrespective of whether such holding or holdings confers <i>de facto</i> control; or
2.1.6.2.		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 percent) of the voting rights in Rainbow; or
2.1.6.3.		the ability to appoint the majority of the Directors;
2.1.7.	"Date of SAR Award"	the date with effect from which a SAR Award is awarded to an Employee as specified in the Letter of SAR Award;
2.1.8.	"Directors"	the board of directors of Rainbow from time to time;
2.1.9.	"Employee"	any person holding full-time salaried employment or office (including any executive director) of any Participating Company, who is not within 12 (twelve) months of retirement, which period of 12 (twelve) months may be reduced by Remcom, in its discretion;
2.1.10.	"Exercise Date"	the date on which a SAR Award is exercised by a Participant;
2.1.11.	"Exercise Notice"	a completed written or electronic notice given by a Participant to the Rainbow Company Secretary or his/her agent, exercising a SAR and specifying the number of SARs being exercised;
2.1.12.	"Exercise Price"	the Market Value of the Rainbow Shares underlying the SARs on the Exercise Date;
2.1.13.	"JSE"	the JSE Limited (registration number 2006/022939/06), a company incorporated in South Africa and licensed to operate as an exchange under the Financial Markets Act No.19 Of 2012, or where the context requires, the securities exchange known as the Johannesburg Stock Exchange which is operated by JSE Limited;

2.1.14.	"Letter of SAR Award"	a document prepared by the Participating Company which details the SAR Award, as further amplified in clause 6.2.1;
2.1.15.	"Listings Requirements"	the the listings requirements issued by the JSE under the Financial Markets Act and to be observed by issuers of equity securities listed on the JSE, as amended;
2.1.16.	"Market Value"	in relation to a Rainbow Share on any particular day, the volume-weighted average price of a Rainbow Share as quoted on the JSE for 5 (five) Business Days immediately preceding the applicable date;
2.1.17.	"Participant"	any Employee to whom a SAR Award has been made and who has accepted such SAR Award and includes the executor of his/her deceased estate;
2.1.18.	"Participating Company"	Rainbow, together with its subsidiaries as defined in the Act;
2.1.19.	"Rainbow"	Rainbow Chicken Limited, registration number 2024/200346/06, a public company duly incorporated in terms of the laws of South Africa;
2.1.20.	"Rainbow Post Unbundling Share Price"	in relation to a Rainbow Share, the volume-weighted average price of a Rainbow Share as quoted on the JSE for 30 (thirty) Business Days immediately post the Unbundling Date;
2.1.21.	"Rainbow Shares"	ordinary Rainbow shares in the share capital of Rainbow having no par value, and which shares shall rank <i>pari passu</i> with the existing shares in the issued ordinary share capital of Rainbow;
2.1.22.	"RCL Foods"	RCL Foods Limited (Registration No. 1966/004972/06), a public company duly incorporated in terms of the laws of South Africa;

- 2.1.23. **“RCL Award Price”** the award price reflected in a RCL Foods Letter of Award;
- 2.1.24. **“RCL Foods Letter of Award”** the document issued to a Participant pursuant to the provisions of clause 6.2.1 of the RCL Foods SAR Scheme Rules;
- 2.1.25. **“RCL Foods Pre Unbundling Date Share Price”** in relation to a RCL Foods Share, the volume-weighted average price of a RCL Foods Share as quoted on the JSE for 30 (thirty) Business Days prior to the Unbundling Date;
- 2.1.26. **“RCL Foods Post Unbundling Date Share Price”** in relation to a RCL Foods Share, the volume-weighted average price of a RCL Foods Share as quoted on the JSE for 30 (thirty) Business Days immediately post the Unbundling Date;
- 2.1.27. **“RCL Foods SAR Awards”** awards issued pursuant of the RCL Foods SAR Scheme;
- 2.1.28. **“RCL Foods SAR Scheme”** the rules which governs the share appreciation rights scheme adopted by shareholders of RCL Foods during 2009;
- 2.1.29. **“RCL Foods Shares”** means an ordinary share of no par value in the issued share capital of RCL Foods, which is listed on the Main Board of the JSE;
- 2.1.30. **“RCL Foods Group”** RCL Foods and its subsidiaries, as the case may be from time to time, other than RCL Foods Consumer (Pty) Limited, registration number 1960/002377/07;
- 2.1.31. **“Reconstruction”** or **“Takeover”** any takeover, merger, reconstruction, however effected, including a reverse takeover, reorganisation or scheme of arrangement sanctioned by a court, or any other corporate action but does not include any event which consists of or is part of an internal reconstruction of Rainbow or any Participating Company or which does not involve any change in Control of Rainbow;

- 2.1.32. **“Remcom”** the Remuneration Committee of the Directors or any other duly authorised committee of the Directors constituted by it for purposes of the SAR Scheme, and the members of which do not hold any executive office with any Participating Company;
- 2.1.33. **“Retirement”** the date with effect from which a Participant retires from the employ of a Participating Company as specified in the Participating Company’s retirement policy and the applicable rules of the Participating Company’s retirement fund/s, provided that it shall exclude early Retirement;
- 2.1.34. **“Rights Issue”** the offer of any securities of Rainbow to all ordinary shareholders of Rainbow pro rata to their respective shareholdings;
- 2.1.35. **“SAR” or “Share Appreciation Right”** an Employee’s conditional right to receive Rainbow Shares having a value equal to the difference between the Exercise Price and the Award Price of a specified number of Rainbow Shares
- 2.1.36. **“SAR Award”** an invitation to an Employee to participate in the SAR Scheme which is subsequently accepted by the Employee;
- 2.1.37. **“SAR Award Period”** the period starting on the Date of SAR Award and terminating 15 months after the Date of SAR Award;
- 2.1.38. **“SAR Scheme”** Rainbow’s share appreciation rights scheme adopted by the shareholders of Rainbow and governed by the rules set out herein;
- 2.1.39. **“Settlement Date”** 14 (fourteen) days after the date on which an Exercise Notice is delivered in accordance with clause 7.1.1, unless such date occurs within a Closed Period in which event that date will be the 5th (fifth) Business Day after the expiry of the Closed Period;

2.1.40. **“Unbundling Date”** 1 July 2024, being the “*Unbundling Operative Date*” as defined in the pre-listing statement to be distributed by RCL Foods to the shareholders of RCL Foods on or about 10 June 2024 in respect of (i) the proposed listing of the Rainbow Shares on the Main Board of the JSE; and (ii) distribution *in specie* of the Rainbow Shares to the shareholders of RCL Foods; and

2.1.41. **“Vesting Date”** the date on which a Participant becomes entitled to exercise a SAR Award and “**Vest**” and “**Vested**” shall be construed accordingly.

2.2. The head notes to the clauses of this SAR Scheme 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, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision of the SAR Scheme.

2.4. Unless the context dictates otherwise, an expression that denotes any gender includes the others, a natural person includes an artificial person and the singular includes the plural, and vice versa in each case.

2.5. References in this document to any statutory provisions are to those sections or provisions as amended or substituted from time to time.

3. **ELIGIBILITY**

The Employees will be eligible to participate in the SAR Scheme.

4. **OPERATION OF THE SAR SCHEME**

4.1. Remcom will be responsible for the implementation and management of the SAR Scheme and will have the discretion to decide whether and on what basis the SAR Scheme shall be operated. This document comprises the SAR Scheme and the rules in terms of which the scheme is to operate.

4.2. Participating Companies shall make recommendations to Remcom regarding the SAR Awards it wishes to make to Employees.

- 4.3. Remcom shall, in its discretion be entitled to accept or reject such recommendations, either wholly or in part.
- 4.4. The purpose of the recommendations and the basis of allocating SAR Awards is to attract, retain and incentivise selected key Employees who contribute to the growth of a Participating Company, and to encourage their continued service to the Participating Company.
- 4.5. In the event of a SAR Award being made to an Employee by Remcom, the Participating Company which has made the recommendation shall be responsible for the delivery of the Rainbow Shares, or cash, as the case may be, required to settle the exercising of the SAR Award.
- 4.6. The SAR Scheme shall operate in accordance with the peremptory provisions contained in the Listings Requirements, and in particular with schedule 14 thereof. If there is any conflict between the provisions of the Listings Requirements and the provisions of the SAR Scheme, then the Listings Requirements shall apply.

5. **SAR SCHEME LIMITS**

5.1. **SAR Scheme Limit**

The maximum number of SARs that may be issued by Remcom shall be limited to the extent that at the time of making of such SAR Awards the aggregate number of Rainbow Shares in respect of which any unexercised SAR Awards may be exercised (irrespective of whether the Participant has become entitled to exercise the SAR or not), may not exceed 50 000 000 (fifty million) Rainbow Shares in aggregate, subject to clause 10.1.

5.2. **Participant Limits**

Remcom may not make any SAR Award to a Participant, if at the time of making such SAR Award, the aggregate number of Rainbow Shares in respect of any unexercised SAR Awards to that Participant which may be exercised (irrespective of whether the Participant has become entitled to exercise the SAR or not), would exceed 10 000 000 (ten million) Rainbow Shares in aggregate, subject to clause 10.2.

6. **SAR AWARDS**

6.1. **Time when SAR Awards may be awarded**

Remcom may from time to time, upon recommendation by a Participating Company, select any Employee of such Participating Company for participation in the SAR Scheme, and may make a SAR Award to such Employee on any day on which there are no restrictions on the making of SAR Awards imposed by the Closed Period, statute, order, regulation or directive, or any code adopted by Rainbow.

6.2. SAR Awards

6.2.1. Remcom will make a SAR Award to an Employee by delivering to the Employee a duplicate Letter of SAR Award, which shall specify the terms of the SAR Award including, but not limited to –

6.2.1.1. the number of Rainbow Shares in respect of which the SAR Award is made;

6.2.1.2. the Vesting Dates;

6.2.1.3. the Award Price; and

6.2.1.4. the SAR Award Period.

6.2.2. Save as otherwise provided for in the Scheme, a Participant may not:

6.2.2.1. sell, alienate, cede, assign or in any other manner dispose of and/or transfer; or

6.2.2.2. pledge or otherwise encumber:

any of the entitlements or benefits which he/she may have in and to any SAR Award.

6.2.3. A SAR Award shall require that it is accepted by the Employee in writing within a time limit specified in the Letter of SAR Award.

6.2.4. Participants are not required to pay for the acquisition of Rainbow Shares pursuant to the exercise of SAR Awards.

6.2.5. Participants are not required to pay for any costs associated with the acquisition of Shares pursuant to the exercise of a SAR Right.

6.2.6. Any acceptance of a SAR Award shall be in the form prescribed by Remcom.

7. EXERCISE AND VESTING OF A SAR

7.1. Manner of exercise

7.1.1. Only a SAR that has Vested may be exercised by a Participant by delivery of an Exercise Notice. The Exercise Notice must specify the number of Rainbow Shares in respect of which the SAR is being exercised, provided that no Exercise Notice may be delivered by a Participant during a Closed Period.

7.1.2. A Vested SAR may be exercised in whole or in part.

7.2. Vesting Date

7.2.1. A SAR Award shall, subject to the provisions of clause 9, Vest on the Date of SAR Award and the whole of a SAR Award must be exercised on the earlier date of:

7.2.1.1. the Date of SAR Award as stipulated in the relevant Participant's RCL Foods Letter of Award; and

7.2.1.2. the last Business Day before the end of the SAR Award Period, unless Remcom varies the Vesting Dates in respect of any SAR Award.

7.2.2. If the SAR Award Period expires during a Closed Period, then the SAR Award Period shall be extended for a period of 60 (sixty) days after the end of the Closed Period.

7.3. Delivery of Rainbow Shares

7.3.1. Subject to clause 7.3.3, if any percentage of a SAR Award is exercised, the relevant Participating Company shall on the Settlement Date deliver Rainbow Shares to the Participant to the value of the difference between the Exercise Price and the Award Price in respect of which the SAR Award is being exercised. In securing Rainbow Shares for delivery to a Participant in terms hereof, the Participating Company shall be entitled to purchase the Rainbow

Shares through the market, and/or Rainbow shall be entitled to issue Rainbow Shares for allocation to the Participant.

7.3.2. Notwithstanding clause 7.3.1, the relevant Participating Company may, if in the discretion of Remcom there are exceptional circumstances that make it inappropriate for Rainbow Shares to be delivered, pay to any Participant an equivalent amount in cash in lieu of any Rainbow Shares to be delivered to that Participant following the valid exercise of a SAR Award. The number of shares not delivered pursuant to this clause 7.3.2 shall be taken into consideration for purposes of determining the aggregate number of Rainbow Shares in respect of which any unexercised SAR Awards may be exercised pursuant to clauses 5.1 and 5.2. Each Participant shall be liable for any employees' tax, securities transfer tax and any other taxes arising in the hands of the Participant from the exercise of any SAR Award. Each Participant shall pay any such employees' tax to the Participating Company that is obliged to deliver Rainbow Shares in terms of clause 7.3.1, on demand.

7.3.3. Notwithstanding anything contained in this clause 7.3 each Participant shall, to the extent that he is not able to pay the employees' tax contemplated in clause 7.3.2, irrevocably appoint Rainbow and/or its nominee as his agent to sell such number of the Rainbow Shares to be delivered to him as may be required in order to enable him to settle his employees' tax liability.

7.4. **Lapse**

7.4.1. An unexercised SAR Award (whether the Participant has become entitled to exercise the SAR Award or not) will lapse and shall no longer confer any benefit on the Participant on the earliest of –

7.4.1.1. any date specified for lapsing in clause 7.5; or

7.4.1.2. the expiry of the SAR Award Period; or

7.4.1.3. if the interest of a Participant in a SAR Award is attached by procedures of law under any circumstances whatsoever; or

7.4.1.4. the Date of SAR Award as stipulated in the relevant Participant's RCL Foods Letter of Award.

unless prior to the occurrence of the relevant circumstances Remcom resolves that the SAR Award shall not lapse as a result of any of the circumstances referred to in this clause 7.4.1.

7.5. Award Price

Remcom shall, in its sole and absolute discretion, determine the Award Price by adjusting the RCL Award Price, taking into consideration the Rainbow Post Unbundling Date Share Price, the RCL Post Unbundling Date Share Price and the RCL Pre Unbundling Date Share Price, in order to place Participants in a substantially similar position to the position they would have been as participants of the RCL Foods SAR Scheme and the application of the provisions of clauses 9.1 and 9.1.2 of the rules of the RCL Foods SAR Scheme.

8. TERMINATION OF EMPLOYMENT

8.1. If a Participant's employment with any Participating Company terminates for any lawful reason, other than as set out in clauses 8.2, 8.3 or 8.4, all unexercised SAR Awards (whether or not the Participant has become entitled to exercise them) will lapse on such termination and the Participant shall have no further rights or claims of whatsoever nature against any Participating Company in respect thereof.

8.2. Death, ill health or permanent disability

If a Participant's employment with any Participating Company terminates by reason of his/her death, ill health or permanent disability (as certified by a suitably qualified medical practitioner approved by Remcom), the Participant or the executor in his/her estate, as the case may be, may exercise all of the SAR Awards (whether or not the SAR Awards have Vested) awarded to the Participant, at any time within 12 (twelve) months after the date of termination of employment or before the expiry of the SAR Period, whichever is the earlier. SAR Awards not so exercised will lapse.

8.3. Retirement

Notwithstanding anything to the contrary herein contained, if the Participant goes into Retirement he shall be entitled to exercise all of his SAR Awards (whether or not the SAR Awards have Vested) within 12 (twelve) months after the date of Retirement or before the expiry of the SAR Period, whichever is the earlier. SAR Awards not so exercised will lapse.

8.4. Early Retirement

Any Participant taking early Retirement shall continue to be bound by the Vesting Dates until he reaches the age at which he could, had he remained in the employ of a Participating Company, have gone into Retirement from which date the provisions of clause 8.3 above will apply.

- 8.5. Notwithstanding anything to the contrary contained herein on the termination of the employment of any Participant, Remcom may, in its absolute discretion, treat such Participant more favourably than is stipulated in clauses 8.1, 8.2, 8.3 or 8.4.

9. RECONSTRUCTION OR TAKEOVER / PARTICIPATING COMPANY

- 9.1. In the event of a Reconstruction or Takeover of Rainbow, the SAR Scheme will continue to operate in accordance with the rules of the SAR Scheme and in accordance with the provisions of any Letter of SAR Award as at the effective date of such Reconstruction or Takeover.
- 9.2. If there is an internal reconstruction or other event which does not involve any change in the ultimate Control of Rainbow, and therefore is not a Reconstruction or Takeover, Remcom may, in its sole and absolute discretion, take such action (if any) as it considers appropriate to protect the interests of Participants including converting SAR Awards into other incentive awards of a substantially similar value.

10. VARIATION IN SHARE CAPITAL

- 10.1. In the event of a sub-division or consolidation of Rainbow Shares, Remcom shall make such appropriate adjustments to the number of SAR Awards contemplated in clause 5.1 and/or the Award Price comprising the relevant SAR Awards so as to ensure that the Participants are placed in a substantially similar position to the position they were in prior to the occurrence of any of the aforesaid events.
- 10.2. In the event of a reduction in capital, Rights Issue, Capitalisation Issue, or in the event of Rainbow making distributions including special dividends or a distribution in *specie* or any other payment (other than a dividend paid in the ordinary course of business out of the current year's retained earnings), Remcom shall make such appropriate adjustment to the number of SAR Awards contemplated in clause 5.2 and/or the Award Price comprised in the relevant SAR Awards so as to ensure that the Participants are placed in a substantially similar position to the position they were in prior to the occurrence of any of the aforesaid events.

- 10.3. Remcom will notify the Participants in writing of any adjustments that are made under this clause 10. In respect of any such adjustments, Remcom will appoint Rainbow's auditors or an independent expert to confirm the adjustments. The auditors or expert as the case may be, shall act as an expert and not as an arbitrator and his/her decision shall, in the absence of manifest error, be final and binding on all persons affected thereby. Remcom shall procure on finalisation of the adjustments that the expert confirms with the JSE in writing that the adjustments have been made in accordance with the provisions of the SAR Scheme.
- 10.4. The issue of Rainbow Shares as consideration for an acquisition, or for cash and the issue of Rainbow Shares for a vendor consideration placing will not be regarded as a circumstance requiring any adjustments contemplated in this clause 10.
- 10.5. If Rainbow is placed into liquidation, then the SAR Scheme shall *ipso facto* lapse as from the date of liquidation and any SAR Awards which have not Vested or have not been exercised shall *ipso facto* lapse from the date of liquidation. For the purposes hereof "date of liquidation" shall mean the date upon which any application (whether provisional or final) for the liquidation of Rainbow which is granted by the relevant court, is lodged at the relevant court.

11. **DISCLOSURE IN ANNUAL FINANCIAL STATEMENTS**

Rainbow shall disclose in its annual financial statements the number of Rainbow Shares that it has utilised for purposes of the SAR Scheme at the beginning of the accounting period, changes in such number during the accounting period and the balance of Rainbow Shares available for utilisation for purposes of the SAR Scheme at the end of the accounting period. In addition, any adjustments made under clause 10 above will be reported on in Rainbow's annual financial statements in the year during which the adjustment is made.

12. **FURTHER CONDITIONS**

- 12.1. All actions relating to Rainbow Shares under the SAR Scheme will be subject to any necessary consent under any relevant enactment or regulations.
- 12.2. The rights and obligations of any Participant arising from his employment by a Participating Company shall not be affected by his participation in the SAR Scheme or any right that the Participant may have to participate in the Scheme. The SAR Scheme shall not entitle a

Participant to any right to continued employment or any additional right to compensation in consequence of the termination of his employment.

- 12.3. Rainbow Shares may not be transferred, ceded, assigned, encumbered or otherwise disposed of in any manner whatever by a Participant to any other person, until such Rainbow Shares have been delivered to the Participant as envisaged in clause 7.3.1.
- 12.4. A Participant will not be entitled to any voting rights or dividends on the Rainbow Shares not yet delivered to him.
- 12.5. SAR Awards under the SAR Scheme will not be taken into account in determining a Participant's pensionable entitlement.
- 12.6. Any issue of Rainbow Shares to Employees which do not fall within the Rules of the SAR Scheme will be treated as a specific issue of shares for cash as contemplated in the Listings Requirements.

13. **DOMICILIUM AND NOTICES**

- 13.1. The following addresses shall comprise the respective *domicilia citandi et executandi* for all purposes of the corresponding parties:
 - 13.1.1. Rainbow and Remcom: The registered office of Rainbow and the email address of the [Financial Director of Rainbow] from time to time;
 - 13.1.2. Participating Company: Its registered office and the email address of its [Financial Director of Rainbow] from time to time;
 - 13.1.3. Each Participant: The physical address and the email address in the Participating Company's payroll system, from time to time.
- 13.2. Any party shall be entitled to change its domicilium by way of written notice to the other parties specifying its new domicilium provided that such new address shall be within the Republic of South Africa and shall not be a post office or *post restante* address.
- 13.3. All notices by one party to the other shall be sent, delivered or posted to the chosen *domicilium citandi et executandi* of the addressee and shall:

- 13.3.1. if delivered, be delivered by hand with the receipt thereof acknowledged in writing, in which event the notice shall be deemed to have been received on the date of delivery (unless the contrary is proved);
 - 13.3.2. if posted, be posted by pre-paid registered post in which event the notice shall be deemed to have been received by the 7th (seventh) day after posting (unless the contrary is proved); or
 - 13.3.3. if sent by email, be deemed to have been received on the date of despatch (unless the contrary is proved).
- 13.4. A written notice actually received by a party shall be an adequate written notice notwithstanding that such written notice was not delivered at the party's chosen *domicilium*.

14. **AMENDMENTS AND TERMINATION**

- 14.1. Subject to clauses 14.2 and 14.3, and any applicable law or regulatory provision, including the Listings Requirements, Remcom may from time to time in its discretion amend these Rules as it deems fit.
- 14.2. Remcom shall require the prior approval of the shareholders of Rainbow in general meeting to amend these Rules if such amendment pertains to any of the terms referred to in Schedule 14.1 of the Listings Requirements as amended from time to time. Any such amendment must be approved by shareholders passing an ordinary resolution requiring a 75% majority of the votes cast in favour thereof by all shareholders present in person or represented by proxy, excluding the votes attaching to those Rainbow Shares owned or controlled by existing Participants of the SAR Scheme and which Rainbow Shares have been acquired in terms of the SAR Scheme.
- 14.3. Subject to the Listings Requirements, no amendment adversely and materially affecting the vested rights of any Participant shall be effected without the prior written consent of the JSE and the Participant concerned, which consent shall be deemed to have been given if at a meeting of all the Participants affected, 51% (fifty one percent) or more of them consent to the amendment.
- 14.4. As soon as reasonably practicable after making any amendments to the SAR Scheme, Remcom will give written notice of such amendment to all Participants.

- 14.5. Remcom may, in its sole and absolute discretion, terminate the SAR Scheme at any time but Awards granted before such termination will continue to be valid and the SAR Scheme will survive termination solely for purposes of the administration of those Awards.

15. **DISPUTES**

- 15.1. If any minor or non-material dispute arises under the SAR Scheme, as reasonably determined by Remcom, then such dispute shall be resolved by Remcom in its discretion in a manner that is fair and reasonable to the parties concerned.
- 15.2. If any major or material dispute arises under the SAR Scheme, as reasonably determined by Remcom, then the dispute must be referred for resolution firstly by way of negotiation and in the event of that failing, by way of mediation and only in the event of that failing, in accordance with clauses 15.4 and 15.5. The reference to negotiation and mediation is a precondition to having the dispute resolved in accordance with the aforesaid clauses. A dispute within the meaning of this clause exists once any party notifies Rainbow in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.
- 15.3. Within 10 (ten) business days following such notification, the parties to the dispute shall seek an amicable resolution by referring the dispute to the designated representatives of each of the parties for their negotiation and resolution. The representatives shall be authorised to resolve the dispute. In the event of the negotiation between the designated representatives being unsuccessful in resolving the dispute within 15 (fifteen) business days, the parties must refer the dispute for resolution by way of mediation in accordance with the rules of the Arbitration Foundation of Southern Africa (“**AFSA**”).
- 15.4. In the event of the mediation failing in terms of the rules of AFSA, the matter must, within 15 (fifteen) business days, be referred by Remcom for determination to an expert (who shall in all respects act as an expert and not as an arbitrator) and whose decision, in the absence of manifest error, shall be final and binding upon all persons affected thereby. The expert shall be if the question in dispute is:
- 15.4.1. primarily an accounting matter - an independent accountant of not less than 10 (ten) years standing;
- 15.4.2. primarily a legal matter - a practicing advocate of not less than 10 (ten) years standing;

15.4.3. any other matter - an independent and suitably qualified person, as may be agreed upon between the parties.

15.5. If agreement cannot be reached on whether the question in dispute falls under clauses 15.4.1, 15.4.2 or 15.4.3 or upon a particular expert in terms of clause 15.4 within 3 (three) Business Days after the matter has been referred for determination, then the President for the time being of the Law Society of KwaZulu-Natal shall:

15.5.1. determine whether the question in dispute falls under clauses 15.4.1, 15.4.2 or 15.4.3; and

15.5.2. nominate the expert in terms of the relevant sub-clause.

15.6. The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.

16. **GOVERNING LAW**

South African law governs the SAR Scheme and all SAR Awards and their respective construction. All Participating Companies and Participants submit to the jurisdiction of the South African courts as regards any matter arising under the SAR Scheme.

17. **INSPECTION OF THIS DOCUMENT**

This document will be available for inspection from 4 June 2024 until 30 June 2024 during normal business hours at Rainbow's registered office namely, Southdowns Ridge Office Park, Suite 12, Ground Floor, Cnr John Vorster and Nelmapius Drive, Irene, Centurion, 0062.

18. **ADOPTION OF SAR SCHEME**

This SAR Scheme was duly adopted by the shareholders of Rainbow on

SIGNED at _____ on this _____ day of _____
2024.

AS WITNESSES

1. _____

2. _____

THE BOARD

Duly Authorised