

These Rules of the Sun International 2020 Conditional Share Plan which will be proposed for approval and adoption by way of an ordinary resolution at a Sun International General Meeting of shareholders to be held on 4 May 2020, have been initialled by the Chairman for purposes of identification



CHAIRMAN

RULES OF THE SUN INTERNATIONAL 2020 CONDITIONAL SHARE PLAN

adopted by

SUN INTERNATIONAL LIMITED

(Registration Number: 1967/007528/06)

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1 THE SCHEME AND ITS PURPOSE

- 1.1 The purpose of the Plan provided for in these Rules is to align the interests of identified key Eligible Employees with those of the shareholders of Sun International by providing such persons with an opportunity to be granted Awards.
- 1.2 All of the Forfeitable Shares, which are the subject of an Award, will be subject to a condition that Vesting will take place after a period of time as set out in these Rules, provided the Eligible Employee remains employed by the Group. Vesting of any Performance Shares will in addition be subject to certain relevant financial metrics being met by the Group and/or relevant Employer Company, which will be set based on, among others, appropriate capital return metrics.
- 1.3 The Plan (and these Rules) shall be applicable to all Awards made under these Rules on or after the approval of these Rules by the shareholders of Sun International.
- 1.4 A Participant, by Accepting an Award agrees that his/her Restricted Shares will be subject to these Rules, including the restrictions and, if applicable, forfeiture, provided for under these Rules.

2 INTERPRETATION

- 2.1 In these Rules, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 2.1.1 "**Acceptance**" means the written acceptance of an Award by an Eligible Employee as envisaged in clause 7.4 and "**Accepted**" shall have a corresponding meaning;
- 2.1.2 "**Annual LTI Allocation**" means, in respect of an Eligible Employee, the annual LTI allocation in relation to the Plan for that Eligible Employee (expressed as a Percentage of TCOE) provided for in the Remuneration Policy or determined by the Committee from time to time;
- 2.1.3 "**Auditors**" means the auditors of Sun International from time to time;
- 2.1.4 "**Award**" means an award of STI Matching Shares and/or Performance Shares to an Eligible Employee on the terms and conditions set out in an Award Notification and in accordance with clause 7 and "**Award**" or "**Awarding**" shall have a corresponding meaning;
- 2.1.5 "**Award Date**" means the date, as specified in the Award Notification, on which an Award is made to an Eligible Employee, irrespective of the date on which the Award is actually Accepted;

- 2.1.6 "**Award Notification**" means the notification of an Award contemplated in clause 7.2;
- 2.1.7 "**Board**" means the board of directors of Sun International, from time to time;
- 2.1.8 "**Closed Period**" means a closed period as defined in the JSE Listings Requirements which is applicable to Sun International;
- 2.1.9 "**Committee**" means the remuneration committee of the Board as constituted from time to time, or any other duly authorised committee of the Board constituted for purposes of administering the Plan, the members of which do not hold any executive office with any Employer Company;
- 2.1.10 "**Companies Act**" means the Companies Act, No 71 of 2008;
- 2.1.11 "**Company Secretary**" means the company secretary of Sun International from time to time;
- 2.1.12 "**Eligible Employee**" means a person eligible for participation in the Plan, being senior executives and senior managers employed by the Group who are at a Hay Level of 21 or higher;
- 2.1.13 "**Employer Company**" means any company in the Group which employs or intends employing an Eligible Employee or Participant;
- 2.1.14 "**Escrow Agent**" means the person/s or entity/ies appointed as such by the Committee from time to time to act as the escrow agent of the Participants for the purposes of these Rules;
- 2.1.15 "**Financial Year**" means the financial year of Sun International from time to time;
- 2.1.16 "**Forfeitable Shares**" means the Shares Awarded under these Rules as STI Matching Shares and/or Performance Shares, but excluding any Open Market Shares acquired by, or on behalf of, a Participant;
- 2.1.17 "**Group**" means Sun International and its subsidiaries;
- 2.1.18 "**JSE**" means the exchange, licensed under the Financial Markets Act, 2012 operated by JSE Limited, registration number 2005/022939/06, a public company duly incorporated in South Africa;
- 2.1.19 "**JSE Listings Requirements**" means the Listings Requirements of the JSE applicable from time to time;
- 2.1.20 "**Managerial Share Incentive Plans**" means, collectively, Sun International's existing share incentive schemes, namely this Plan, the Equity Growth Plan 2005 and the Bonus Share Matching Plan, all as amended from time to time;

- 2.1.21 "**Open Market Shares**" means those Shares acquired in the open market by or on behalf of an Eligible Employee who has elected to apply a portion of the post-tax STI proceeds paid to him/her in respect of the prior financial year to the acquisition of Shares, but limited to Shares acquired in the open market for an aggregate price up to a maximum amount equal to 25% of his/her Annual LTI Allocation;
- 2.1.22 "**Participant**" means an Eligible Employee to whom an Award has been made in terms of the Plan and who has Accepted such Award;
- 2.1.23 "**Percentage of TCOE**" means, in respect of an Eligible Employee, an amount equal to the maximum percentage of TCOE specified in the Remuneration Policy as is applicable to that employee in a given Financial Year or as determined by the Committee from time to time;
- 2.1.24 "**Performance Shares**" means Forfeitable Shares Awarded to a Participant and identified as such which are subject to Vesting Conditions as to financial performance;
- 2.1.25 "**Plan**" means the Sun International 2020 Conditional Share Plan, as constituted by these Rules;
- 2.1.26 "**Prime Rate**" means the publicly quoted basic rate of interest, compounded monthly in arrears and calculated on a 365 day year irrespective of whether or not the year is a leap year, from time to time published by a commercial bank nominated by Sun International as being its prime overdraft lending rate, as purportedly certified by any representative of that bank whose appointment and designation it shall not be necessary to prove;
- 2.1.27 "**Remuneration Policy**" means the Sun International Remuneration Policy in force from time to time;
- 2.1.28 "**Restricted Shares**" means Shares which are the subject of this Plan, including Forfeitable Shares Awarded to Eligible Employees in terms of this Plan as STI Matching Shares and/or Performance Shares and Open Market Shares acquired by or on behalf of a Participant and which have been matched by STI Matching Shares;
- 2.1.29 "**Rules**" means the rules contained in this document and which govern the operation of the Plan, as amended from time to time;
- 2.1.30 "**Settlement**" means the delivery to a Participant of the specified number of Forfeitable Shares as set out in an Award Notification in accordance with the Settlement methods stipulated in clause 7.6 and "**Settled**" shall have a corresponding meaning;
- 2.1.31 "**Settlement Date**" means the date on which the Settlement shall occur;
- 2.1.32 "**Shares**" means ordinary shares in Sun International;

- 2.1.33 "STI" means the annual short-term incentive bonus, if any, paid to an Eligible Employee in respect of the immediately preceding Financial Year and as described in the Remuneration Policy;
- 2.1.34 "**STI Matching Shares**" means Forfeitable Shares Awarded to an Eligible Employee to match the number of Open Market Shares acquired by or on behalf of that Eligible Employee using his/her STI;
- 2.1.35 "**Sun International**" means Sun International Limited, registration number 1967/007528/06, a limited liability public company duly incorporated in the Republic of South Africa;
- 2.1.36 "**Takeover**" means any transaction or agreement entered into which –
- 2.1.36.1 has the effect that a person or persons, through an affected transaction (as that term is defined in the Companies Act), acquire/s at least the prescribed percentage (as that term is defined in section 123 of the Companies Act) of the voting rights in Sun International; or
- 2.1.36.2 requires that the shareholders of Sun International pass a resolution in terms of section 112 of the Companies Act; or
- 2.1.36.3 results in the relevant Employer Company of an Eligible Employee no longer forming part of the Group,
- but does not include any internal reorganisation or restructuring of any member of the Group, which does not result in the above;
- 2.1.37 "**TCOE**" means the total cost of employment of an Eligible Employee as determined by Sun International or the Committee, including base salary, travel allowance (if applicable), retirement contributions and death, disability and healthcare contributions, but excluding STI and any amounts or the value of any shares, options or rights awarded under any Managerial Share Incentive Plans;
- 2.1.38 "**Vesting Conditions**" means the conditions to which an Award is subject, as specified in the Award Notification and as contemplated in clause 7.3;
- 2.1.39 "**Vesting Date**" means the date on which the Participant becomes unconditionally entitled to Forfeitable Shares, free of any restrictions and forfeiture on the expiry of the Vesting Period, but subject to the provisions of these Rules and "**Vest**" and "**Vesting**" shall be construed accordingly;
- 2.1.40 "**Vesting Period**" means the period between the Award Date and the Vesting Date during which the Vesting Conditions will apply, being the period set out in an Award Notification and which shall be no less than 3 years;

- 2.1.41 "**VWAP**" means the 5 trading day volume weighted average price at which the Shares have traded on the JSE as at the date specified in the Award.
- 2.2 In these Rules —
- 2.2.1 clause headings and the heading of these Rules are for convenience only and are not to be used in its interpretation;
- 2.2.2 an expression which denotes —
- 2.2.2.1 any gender includes the other genders;
- 2.2.2.2 a natural person includes a juristic person and *vice versa*;
- 2.2.2.3 the singular includes the plural and *vice versa*;
- 2.2.2.4 a party includes a reference to that party's successors in title and assigns allowed at law; and
- 2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 2.3 Any reference in these Rules to —
- 2.3.1 "**business hours**" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;
- 2.3.2 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3.3 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental body; and the common law, and "**law**" shall have a similar meaning; and
- 2.3.4 "**person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 2.4 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

- 2.5 Any substantive provision, conferring rights or imposing obligations on a party and appearing in any of the definitions in this clause 1 or elsewhere in these Rules, shall be given effect to as if it were a substantive provision in the body of these Rules.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout these Rules.
- 2.7 Unless otherwise provided, defined terms appearing in these Rules in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 A reference to any statutory enactment shall be construed as a reference to that enactment as at the date on which these Rules are adopted and as amended or substituted from time to time.
- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10 Except to the extent that any provision of these Rules expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of these Rules falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.
- 2.11 The rule of construction that these Rules shall be interpreted against the party responsible for the drafting of these Rules, shall not apply.
- 2.12 No provision of these Rules shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a party to these Rules.
- 2.13 The use of any expression in these Rules covering a process available under South African law, such as winding-up, shall, if any of the parties to these Rules is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.14 Whenever any person is required to act "*as an expert and not as an arbitrator*" in terms of these Rules, then –
- 2.14.1 the determination of the expert shall (in the absence of manifest error) be final and binding;
- 2.14.2 subject to any express provision to the contrary, the expert shall determine the liability for his or its charges, which shall be paid accordingly;

- 2.14.3 the expert shall be entitled to determine such methods and processes as he or it may, in his or its sole discretion, deem appropriate in the circumstances provided that the expert may not adopt any process which is manifestly biased, unfair or unreasonable;
- 2.14.4 the expert shall consult with the relevant parties (provided that the extent of the expert's consultation shall be in his or its sole discretion) prior to rendering a determination; and
- 2.14.5 having regard to the sensitivity of any confidential information, the expert shall be entitled to take advice from any person considered by him or it to have expert knowledge with reference to the matter in question.
- 2.15 Any reference in these Rules to "**these Rules**" or to any other agreement or document shall be construed as a reference to these Rules or, as the case may be, such other rules, agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.16 In these Rules, the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to these Rules.

3 **OPERATION OF THE PLAN**

- 3.1 The Committee, in conjunction with the compliance officer referred to in clause 21.2.1, is responsible for the operation and administration of the Plan and has full discretion to decide the manner in which the Plan will be operated and administered. The Committee, subject to these Rules and the relevant provisions of the JSE Listings Requirements, will have the final discretion and authority to decide who will participate in the Plan, the quantum of the Awards to be made to Eligible Employees, Vesting Conditions applicable to an Award and all other issues relating to the governance of the Plan.
- 3.2 In particular, the Committee may differentiate in the manner in which the Plan is applied to specific Eligible Employees and/or Participants and is not obliged to treat Eligible Employees or Participants on the same or similar basis in administering the Plan.
- 3.3 The Committee may, on recommendation by any Employer Company, select Eligible Employees of such Employer Company to be entitled to become Participants in the Plan, taking into account factors determined by the Committee from time to time, including the level of seniority of the Eligible Employee, the importance of the Eligible Employee to the Employer Company and/or the Group and/or the retirement date of the Eligible Employee.
- 3.4 No consideration will be payable by an Eligible Employee in respect of the Settlement or Vesting of any Shares which are the subject of an Award.

4 **STI MATCHING SHARES**

4.1 An Eligible Employee who has been paid or has earned an STI in respect of the immediately previous Financial Year may be granted an Award of STI Matching Shares in respect of that Financial Year, subject to clause 4.2, up to a maximum aggregate value, measured at the VWAP, equal to 25% of his/her Annual LTI Allocation.

4.2 If the Eligible Employee –

4.2.1 has been paid an STI in respect of the immediately previous Financial Year and has elected to apply his/her post-tax proceeds of his/her STI to acquire Open Market Shares and the Eligible Employee has provided evidence to the Company Secretary (to his/her reasonable satisfaction) that the Eligible Employee has acquired Open Market Shares using his/her post-tax STI proceeds; or

4.2.2 has earned, but has not yet been paid, an STI in respect of the immediately previous Financial Year and has elected to apply his/her post-tax proceeds of his/her STI to acquire Open Market Shares, the Employer Company may, on written notice from the Eligible Employee, acquire the required number of Open Market Shares on behalf of the Eligible Employee utilising the post-tax proceeds of the Eligible Employee's STI which the Eligible Employee has elected to apply to such acquisition,

then, subject to the limitation in clauses 2.1.21 and 4.1, the relevant number of STI Matching Shares will be Settled on the Eligible Employee.

4.3 If the relevant post-tax proceeds of the STI of an Eligible Employee is less than 25% of his/her Annual LTI Allocation, the Eligible Employee shall be entitled to elect to acquire Open Market Shares up to an aggregate price equal to the post-tax proceeds of his/her STI in order to be Awarded STI Matching Shares in terms of clause 4.2.

4.4 For the sake of clarity -

4.4.1 to be eligible to be awarded STI Matching Shares, the Eligible Employee must have applied some or all of the post-tax proceeds of his/her STI to acquire Open Market Shares;

4.4.2 the STI Matching Shares awarded will be the same number of Shares as the Open Market Shares so acquired; and

4.4.3 the maximum number of Open Market Shares, which may be acquired for the purposes of the Plan (and therefore the maximum number of STI Matching Shares, which can be awarded to the Eligible Employee) are as provided for in clauses 2.1.21 and 4.1.

5 **PERFORMANCE SHARES**

5.1 An Eligible Employee may be Awarded Performance Shares in respect of a Financial Year up to that number of Shares as is equal in value, measured at the VWAP, to the Annual LTI Allocation of the Eligible Employee for that Financial Year less the value of the Award of STI Matching Shares that the Eligible Employee is entitled to in accordance with clause 4 for that Financial Year measured at the VWAP.

5.2 For the sake of clarity, if an Eligible Employee did not qualify for an award of an STI or was not granted an STI in respect of the immediately previous Financial Year (including as a result of the Eligible Employee not having been employed for the sufficient period of time), then that Eligible Employee may be Awarded Performance Shares in respect of a Financial Year up to that number of Shares as is equal in value, measured at the VWAP, to the Annual LTI Allocation of that Eligible Employee for that Financial Year.

6 **PLAN LIMITS**

6.1 **Overall Limit**

6.1.1 The aggregate number of Shares at any one time which may be utilised for Awards under the Plan through the issue of Shares or transfer of treasury shares, shall not exceed 6 836 548 Shares, being 5% of the issued Shares as at the date that these Rules are first approved.

6.1.2 For the sake of clarity, the number of Shares in clause 6.1.1 shall exclude Shares acquired as Open Market Shares.

6.2 **Individual Limit**

The fixed maximum number of Shares which may be allocated in respect of all Awards to any one Participant in terms of the Plan through the issue of Shares or transfer of treasury shares, shall not exceed 683 655 Shares, being 0.5% of the issued Shares as at the date that these Rules are first approved.

6.3 **Breach of Limits**

To the extent that an Award will result in the breach of the overall limit or the individual limit for a Participant, that Award shall be invalid and not capable of enforcement.

6.4 **Calculating Limits**

For the sake of clarity, Shares acquired on the open market for purposes of settling obligations under the Plan are not counted towards the overall or individual limits referred to in this clause 6.

7 AWARDS

7.1 Making of Awards

Subject to clause 6, and subject to these Rules and the Plan having been approved by the Shareholders of Sun International, the Committee may select Eligible Employees who are entitled to become Participants and make an Award to such Eligible Employee.

7.2 Award Notification

7.2.1 The Committee will make an Award by delivering an Award Notification to an Eligible Employee.

7.2.2 An Award Notification must be in writing and must specify, *inter alia* –

7.2.2.1 the name of the Eligible Employee;

7.2.2.2 the Award Date;

7.2.2.3 the date by which the Eligible Employee must Accept the Award in accordance with clause 7.4.3;

7.2.2.4 the number of STI Matching Shares and/or Performance Shares Awarded to the Eligible Employee;

7.2.2.5 the Vesting Conditions; and

7.2.2.6 any other relevant terms and conditions, which the Committee deems applicable to an Award.

7.3 Vesting Conditions

7.3.1 Vesting of an Award of STI Matching Shares will be conditional on the continued employment of the Eligible Employee with the Group for the duration of the Vesting Period up to and including the Vesting Date (unless the provisions of clauses 8 and 11.4 apply).

7.3.2 Vesting of an Award of Performance Shares will be conditional on –

7.3.2.1 the continued employment of the Eligible Employee with the Group for the duration of the Vesting Period up to and including the Vesting Date (unless the provisions of clauses 8 and 11.4 apply); and

7.3.2.2 conditions, which measure a combination of the return on capital invested and earnings of the Group, or any other conditions, which the Committee determines to be appropriate. The initial conditions applicable to Awards of Performance Shares

will be as set out in the circular provided to shareholders of Sun International to approve the Plan.

7.4 **Acceptance of Awards**

7.4.1 An Award is personal to the Eligible Employee to whom it was made and is accordingly only capable of being Accepted by such employee.

7.4.2 An Award must, subject to clause 14.2, be Accepted or deemed to be Accepted by an Eligible Employee on the basis prescribed by the Committee from time to time, within the period specified in the Award Notification, which period may not be more than 30 days following the Award Date.

7.4.3 Any Acceptance of an Award must be delivered to the Company Secretary or such other person as the Committee may nominate, at Sun International's registered office in South Africa or by email, within the period specified in the Award Notification, failing which the Award will be deemed to have been rejected and will have lapsed.

7.5 **Settlement of Awards**

As soon as reasonably possible following the Acceptance of an Award, Sun International will procure the Settlement of the relevant number of Forfeitable Shares to the Participant in accordance with the Settlement methods set out in clause 7.6.

7.6 **Methods of Settlement**

7.6.1 The manner of Settlement shall be within the discretion of Sun International and may include –

7.6.1.1 the Employer Company incurring an expense by providing funding to any third party of an amount equal to the relevant amount required to acquire Shares in Settlement of the Award on the basis that the third party will acquire the required number of Shares on the open market for and on behalf of the Participant;

7.6.1.2 the issue and allotment of the relevant number of Shares to the Participant on terms determined by Sun International; and/or

7.6.1.3 the transfer of treasury shares to the Participant,

provided that any Restricted Shares will be held by the Escrow Agent in escrow for and on behalf of the Participant until the Vesting Date, and no consideration of any nature whatsoever shall be payable by the Participant for Shares Settled to the Participant under these Rules.

7.7 Forfeiture

- 7.7.1 Forfeitable Shares will be forfeited by the Participant where forfeiture is provided for under these Rules, including where any Vesting Condition applicable to an Award, which has been Accepted, is not or cannot be met for any reason or in terms of clause 8. Subject to clause 7.7.3, forfeiture shall be effected through such mechanism as the Committee may determine in its discretion, which may include the transfer of the Forfeitable Shares in question to a person or entity nominated by the Committee (including the Escrow Agent) or the repurchase of the Forfeitable Shares for no consideration. The Participant will not be entitled to any consideration or compensation for such forfeiture and undertakes to do all things and sign any document required to give effect to the forfeiture.
- 7.7.2 For the sake of clarity, upon the forfeiture of any STI Matching Shares in terms of these Rules, the restrictions under these Rules in respect of any Open Market Shares, which were acquired by the Participant as a condition to the Award of the STI Matching Shares will fall away.
- 7.7.3 Any Shares subject of an Award, which are not Settled, or which are otherwise forfeited, shall revert back to, and be available for use under, the Plan.

8 MALUS AND CLAWBACK

- 8.1 In these Rules –
- 8.1.1 "**Fault Trigger Event**" means the Board being of the opinion that any one or more of the following events has occurred –
- 8.1.1.1 the relevant Participant has committed any act of fraud or dishonesty has been involved in the falsification or misrepresentation of financial statements of any member of the Group or has failed to disclose such falsification or misrepresentation when the Participant became aware of same;
- 8.1.1.2 any member of the Group has suffered or will suffer prejudice as a result of actions or circumstances that are attributable to the conduct of the relevant Participant;
- 8.1.1.3 any member of the Group has —
- 8.1.1.3.1 been subject to regulatory investigation as a result of a breach of any laws, rules or codes of conduct applicable to it or the standards reasonably expected of it; or
- 8.1.1.3.2 suffered reputational damage,
- as a result of conduct of the relevant Participant; and/or

- 8.1.1.4 any other conduct by the relevant Participant, which, in the opinion of the Board, amounts to serious misconduct, which would justify the dismissal of that Participant as an employee.
- 8.1.2 "**No Fault Trigger Event**" means the Board being of the opinion that any one or more of the following events has occurred –
 - 8.1.2.1 any information that was used in order to determine the Award of any Forfeitable Shares and/or quantify the number of Forfeitable Shares awarded to the Participant was erroneous, inaccurate or misleading; and/or
 - 8.1.2.2 any information emerges that was not considered at the time of making any Award, which, in the opinion of the Board, would have affected the making or quantum of the Award.
- 8.2 Should facts come to the attention of the Board –
 - 8.2.1 following the making of an Award of Forfeitable Shares but prior to those Forfeitable Shares Vesting that a Fault Trigger Event (*malus*) or a No Fault Trigger Event has occurred in respect of the relevant Participant or the relevant Award, the Board shall be entitled to cancel the Award of so many of the Forfeitable Shares in question as it may in its discretion determine;
 - 8.2.2 following the Vesting Date of Forfeitable Shares but before the expiry of a period of 12 months from the Vesting Date, that a Fault Trigger Event has occurred in respect of the relevant Participant, the Board shall be entitled to require that the Participant pays to the member of the Group identified by the Board, within 10 business days of receiving written notice to do so, an amount equal to the VWAP (measured at the Vesting Date rather than the date of the Award) of that number of the relevant Forfeitable Shares which Vested in the relevant Participant as the Board may in its discretion determine ("**Clawback Amount**").
- 8.3 To the extent that the Clawback Amount is not paid in full by the Participant when due –
 - 8.3.1 the outstanding portion of the Clawback Amount will bear interest at the Prime Rate from the due date for payment until the date of actual payment thereof; and
 - 8.3.2 the Group shall be entitled to deduct from any amounts payable by any member of the Group to the Participant such amounts as it may in its discretion determine until the Clawback Amount, plus interest thereon, has been settled in full.
- 8.4 The Board's rights to invoke these *malus* and clawback provisions –
 - 8.4.1 Shall, where applicable, survive the termination of the Participant's employment; and

- 8.4.2 are without prejudice to any other rights or claims which the Group may have against the Participant arising from his or her conduct, and, in particular, the Board shall be entitled to elect whether to make a claim under these Rules against a Participant or claim damages or both to the full extent that it is entitled to do so at law.

9 RIGHTS PRIOR TO THE VESTING DATE

- 9.1 Following the Acceptance and Settlement of an Award, the Committee and the Participant will procure that the Restricted Shares are held in escrow for the benefit of the Participant as the owner of the Restricted Shares. Subject to clause 7.7.2, the Restricted Shares may not be disposed of or in any way encumbered at any time from the date of Settlement, up to and including the Vesting Date.
- 9.2 Except for the restrictions contemplated in these Rules, and particularly clauses 9.1, 8 and 11.2 the Participant has and retains all other rights in relation to the Forfeitable Shares, including the right to receive dividends and to vote, from the date of Settlement thereof.
- 9.3 If Sun International is liquidated involuntarily, each Participant shall have a claim against Sun International in liquidation for all Shares which shall have Vested or been Settled.

10 VESTING OF AWARDS

- 10.1 Subject to clauses 11.4 and 13.1 regarding early Vesting, the Forfeitable Shares will Vest on the Vesting Date, provided that –
- 10.1.1 the Participant is still in the employ of the Group at the Vesting Date;
- 10.1.2 in respect of Performance Shares the Committee has determined in writing that the Vesting Conditions have been satisfied; and
- 10.1.3 the provisions of clauses 8 and/or 11.1 are not applicable.
- 10.2 Sun International shall, after deducting any applicable income tax, procure the release of the Forfeitable Shares from the Escrow Agent and the delivery of the Forfeitable Shares to the Participant on the Vesting Date or as soon as reasonably practical thereafter.

11 TERMINATION OF EMPLOYMENT

- 11.1 If a Participant's employment with any Employer Company terminates before the expiry of the Vesting Period for any reason other than as set out in clause 11.4, all of such Participant's Forfeitable Shares will be forfeited.
- 11.2 The Board shall be entitled to require that an amount equal to all distributions that have been paid to the Participant in respect of such Participants' Forfeitable Shares that have been forfeited for any reason, including as contemplated in clauses 11.1 or 8, must be paid by the Participant to Sun International by the date of termination of such Participant's

employment with any Employer Company. By Acceptance of the terms of the Award Notification, the Participant gives his/her consent to the Employer Company deducting the cash value of such amount from his/her last salary payment and/or from any other amounts owing to him/her by the Employer Company, if his/her last salary payment is insufficient.

- 11.3 Should any amount be due but unpaid by a Participant under these Rules, that amount will bear interest at the Prime Rate from the due date of payment until the date of final payment, both days inclusive.
- 11.4 If a Participant's employment with any Employer Company terminates before the Vesting Date due to such Participant's –
- 11.4.1 retrenchment due to operational requirements;
 - 11.4.2 retirement on or after his/her contracted retirement date;
 - 11.4.3 incapacity arising from injury, disability or ill health, in each case as certified by a qualified medical practitioner nominated by the relevant Employer Company;
 - 11.4.4 death,

or any other circumstances which the Committee may, in its absolute discretion consider appropriate, the Committee shall, by written notice to the Participant (or his estate or curator, as the case may be), deem all or a portion of such Participant's unvested Awards to have Vested on the date of termination of his/her employment as aforementioned. The number of Shares that shall Vest shall be calculated as soon as practicable after the Participant's termination of his/her employment as aforementioned, and notified to the Participant (or his estate or curator, as the case may be).

- 11.5 For purposes of this clause 11, a Participant will not be treated as ceasing to be an employee of an Employee Company if, on the same date on which he/she ceases to be an employee of an Employer Company, he/she is employed by another Employer Company.

12 **AGENCY**

Sun International is hereby irrevocably and in *rem suam*, constituted and appointed as the sole attorney and agent of each Participant in that Participant's name, place and stead to do all things and sign and execute all such documents and to do all such things as are necessary or advisable to give effect to the provisions of the Plan and these Rules.

13 **CORPORATE ACTION**

- 13.1 In the event of a Takeover occurring or being proposed, the Committee shall be entitled, in its sole discretion –

- 13.1.1 to declare some or all of the Restricted Shares to be Vested and no longer subject to restrictions at a date or dates to be determined by the Board; and/or
- 13.1.2 to declare that the Plan will continue in respect of some or all of the Restricted Shares with accelerated Vesting and/or any appropriate resetting or adjustments to the Vesting Conditions.
- 13.2 If there is an internal reconstruction or other event or corporate action which does not constitute a Takeover, or In the event of a rights issue, capitalisation issue, subdivision, consolidation, unbundling, other corporate action or other event affecting the Shares, including the Shares ceasing to be listed on the JSE, a distribution *in specie* or a repurchase of Shares, which, in the sole opinion of the Committee, may affect an Award or Awards, the Committee shall be entitled to make any adjustments or take any such action as it considers appropriate to protect the interests of the Participants, including converting Awards and/or Restricted Shares into forfeitable share awards in respect of shares in one of more other companies, provided that the Participant is not materially prejudiced by such adjustments and provided that, in the case of a subdivision or consolidation, such adjustment will give the Participants the same proportion of the equity capital as that to which they were previously entitled.
- 13.3 The Auditors, acting as experts and not as arbitrators shall confirm to the JSE in writing that, at the time any adjustment is finalised, the said adjustments have been calculated on a non-prejudicial basis and in accordance with these Rules.
- 13.4 Any adjustments made in terms of this clause 13 will be reported on in Sun International's annual financial statements in the year during which the adjustment was made.

14 FURTHER CONDITIONS

- 14.1 The Employer Company may withhold any amounts or make such arrangements as are necessary to meet any liability for taxation or any other liabilities and costs in respect of the delivery of the Forfeitable Shares to the Participant following the Vesting Date. The arrangements may include the sale of Shares on behalf of the Participants and the use of the proceeds of the sale to meet such liability.
- 14.2 Notwithstanding any other provision of these Rules, if the acquisition or disposal of Shares or issuing or Acceptance of Awards would be in contravention of the JSE Listings Requirements (whether as to Closed Periods or otherwise) or any code adopted by Sun International relating to dealings in securities or would be prohibited by insider trading or other legislation or regulations, the issuing of any Award and/or the Settlement of Shares following Acceptance of an Award or the delivery of the Shares following the Vesting Date will be delayed until there would be no such contravention.

- 14.3 The rights of Participants under the Plan are determined exclusively by these Rules and nothing in the Plan forms part of the Participant's contract of employment. The rights and obligations of a Participant under the terms and conditions of his/her employment by any Employer Company are not affected by his/her participation in the Plan or any right he/she may have to participate in it. The Participant has no right to compensation or damages or any other cost, liability or damage in respect of his/her ceasing to participate in the Plan or in respect of any loss or reduction of rights or expectations under the Plan in any circumstances, or by reason of any conduct of the Committee, the Board, Sun International or the Escrow Agent under these Rules, unless arising from wilful misconduct or gross negligence.
- 14.4 Application will be made by Sun International for a listing of Shares, simultaneously with the issue of any Shares in the event that Sun International elects to Settle Awards by issuing Shares in terms of clause 7.6.1.2.
- 14.5 Shares will only be transferred, purchased or issued after an Award has been made and Accepted by a Participant.

15 **DISCLOSURE IN ANNUAL FINANCIAL STATEMENTS**

Sun International shall disclose in its annual financial statements, the number of Shares that may be utilised for purposes of the Plan at the beginning of the accounting period and changes in such number during the accounting period and the balance of Shares available for utilisation for purposes of the Plan at the end of the accounting period.

16 **AMENDMENTS AND TERMINATION**

- 16.1 Subject to the provisions of this clause 16, the Committee may at any time, alter, vary or add to these Rules as it deems fit. Amendments made to these Rules may only affect Awards to Participants that have already been made if they do not materially prejudice such Participants and subject to the JSE Listings Requirements.
- 16.2 To the extent required under the JSE Listings Requirements, these Rules may not be amended without the prior approval of the JSE and by ordinary resolution of shareholders of Sun International in general meeting (passed by a 75% majority of votes cast in favour of such resolution by all shareholders present in person or by proxy at the general meeting), it being recorded that the votes attaching to Forfeitable Shares shall not be counted.
- 16.3 The Plan shall endure for an indefinite period until terminated by a resolution of the Board or a resolution of shareholders of Sun International, but that termination will not affect or modify any existing rights or obligations of the Participants and the Committee will continue to administer the Plan as per clause 3.1, for so long as it may be necessary to give effect hereto.

17 **PERFORMANCE AND DISCIPLINARY PROCEDURES**

The Vesting Date and/or Settlement of any Award shall be suspended pending the final determination of any disciplinary or performance management procedures which may be instituted against any Participant.

18 **DISPUTES**

Any dispute arising under the Plan shall be referred to the decision of an appropriate expert, nominated by the Committee for that purpose, who shall act as an expert and not as an arbitrator.

19 **ASSIGNMENT**

No Participant may, without the prior written consent of the Committee and subject to such conditions as the Committee may in its sole discretion determine, cede, assign or otherwise transfer any of his/her rights in and to an Award, prior to the Vesting Date. The Committee may, impose any such conditions as it may, in its sole discretion, deem appropriate in relation to any such cession, assignment or transfer to which it consents as aforementioned.

20 **DEMATERIALIZED SHARES**

Notwithstanding any provision in these Rules, Sun International shall not be obliged to deliver to any Participant share certificates in respect of the Shares Settled or delivered to him/her in terms of these Rules but shall instead be obliged to procure such electronic transactions and/or entries and to deliver to the Participant such documents (if any) as may be required to reflect his/her rights in and to such Shares pursuant to the provision of the Companies Act, the Financial Markets Act, 2012, the rules of the relevant central securities depository and the requirements of the JSE.

21 **COMPLIANCE**

21.1 Sun International shall comply with (and shall use its reasonable commercial endeavours to ensure compliance by the Employer Company with) all applicable laws, regulations, ordinances, accounting standards and the JSE Listings Requirements ("**applicable laws**") in so far as they apply to the Plan. The Plan shall at all times be operated and administered subject to all applicable laws.

21.2 Without derogating from the generality of the foregoing, Sun International shall –

21.2.1 appoint a compliance officer of the Plan as contemplated in section 97 of the Companies Act;

21.2.2 use its reasonable commercial endeavours to ensure compliance with Schedule 14 and other provisions of the JSE Listings Requirements.

21.3 Sun International shall procure compliance by every Employer Company with these Rules.

22 GENERAL

22.1 Any member of the Group may provide funds to the Escrow Agent or any other person to enable the acquisition of, or subscription for, Shares to be held for purposes of the Plan or enter into any guarantee or indemnity for those purposes.

22.2 Sun International may require any Employer Company to enter into such other agreement or agreements, as it shall deem necessary to oblige such Employer Company to reimburse Sun International for any amounts paid by Sun International hereunder, directly or indirectly in respect of such Employer Company's Participants.

23 NOTICES AND DOMICILIA

23.1 The parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under these Rules –

23.1.1 in respect of each Participant, the physical address and the email address as reflected in the Employer Company's payroll system from time to time;

23.1.2 in respect of Sun International, any Employer Company or the Committee: as the physical address- the registered address of the head office of Sun International from time to time; and as the email address - sicorpservices@suninternational.com, in either case marked for the attention of The Group Company Secretary;

provided that a party may change its *domicilium* to another physical address in the Republic of South Africa (provided that such physical address is not a post office box or *poste restante*), or may change its address for the purposes of notices to any other physical address or email address, in the case of Sun International, an Employer Company and/or the Committee by announcing such change to the Participants in such manner as the Committee deems appropriate, and in the case of a Participant, by written notice to the Group Company Secretary of Sun International to that effect. Such change of address will be effective 5 business days after such announcement or receipt of the notice of the change, as the case may be.

23.2 All notices to be given in terms of these Rules will be given in writing and will —

23.2.1 be delivered by hand or sent by email;

23.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

23.2.3 if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day, which is not, a business day will be presumed to have been received on the following business day.

23.3 Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 23.

24 **APPLICABLE LAW**

These Rules will in all respects be governed by and construed under the law of the Republic of South Africa.

25 **ADOPTION**

These Rules and the Plan are intended to be duly adopted at a general meeting of the shareholders of Sun International.

SIGNED at on 2020

Name:

Designation: