

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions and interpretations commencing on page 3 of this Circular apply *mutatis mutandis* throughout this Circular.

If you are in any doubt as to the action you should take, please consult your Broker, CSDP, attorney, accountant, banker or other professional adviser immediately.

If you have disposed of all of your Shares in Italtile, then this Circular, together with the attached Notice of General Meeting and Form of Proxy should be forwarded to the purchaser to whom, or the Broker, agent, CSDP or banker through whom, you disposed of your Shares.

Italtile does not accept any responsibility and will not be held liable for any failure on the part of any CSDP or Broker of a Dematerialised Shareholder to notify such Shareholder of this Circular and/or the General Meeting or any business to be concluded thereat.

The General Meeting convened in terms of this Circular will be conducted entirely by electronic communication and will be held at 09:00 (or immediately following the Annual General Meeting, whichever is earlier) on Friday, 11 November 2022.

Certificated Shareholders and Dematerialised Shareholders with “own name” registration, who are unable to attend the General Meeting and wish to be represented thereat, must complete and return the attached Form of Proxy in accordance with the instructions contained therein.

Dematerialised Shareholders, other than Dematerialised Shareholders with “own name” registration, who:

- are unable to attend the General Meeting and wish to be represented thereat, must provide their CSDP or broker with their voting instructions, in terms of the Custody Agreement entered into between themselves and the CSDP or broker concerned, in the manner and within the time stipulated therein;
- wish to attend the General Meeting, must instruct their CSDP or Broker to issue them with the necessary letter of representation to attend, in the form of a letter of representation.



ITALTILE LIMITED

Incorporated in the Republic of South Africa
(Registration number 1955/000558/06)
Share code: ITE ISIN: ZAE000099123
("Italtile" or "the Company")

CIRCULAR TO SHAREHOLDERS OF ITALTILE

regarding

– the approval and adoption of the Italtile Staff Share Scheme;

and enclosing

– a notice convening the General Meeting; and

– a Form of Proxy for use by Certificated Shareholders of Italtile and “own name” registered Dematerialised Shareholders only.

Sponsor



Legal Advisers



Corporate and Legal Advisers



Date of issue: Friday, 14 October 2022

This Circular is available in English only and can be accessed on the Company's website at www.italtile.com. Copies of this Circular may also be obtained from the registered office of the Company and the Sponsor at the addresses set out in the 'Corporate information' section of this Circular during normal business hours from Friday, 14 October 2022 up to and including Friday, 11 November 2022, both days inclusive.

CORPORATE INFORMATION

Italtile Limited

Date of incorporation: 25 February 1955

Place of incorporation: South Africa

Company Secretary and registered address of Italtile

E J Willis

Italtile Limited

(Registration number 1955/000558/06)

The Italtile Building

Corner William Nicol Drive and Peter Place

Bryanston, 2021

(PO Box 1689, Randburg, 2125)

Sponsor

Merchantec Proprietary Limited

(Registration number 2008/027362/07)

13th Floor, Illovo Point

68 Melville Road

Illovo, 2196

(PO Box 41480, Craighall, 2024)

Legal Advisers

Werksmans Incorporated

(Registration number 1990/007215/21)

The Central

96 Rivonia Road

Sandton 2196,

(Private Bag 10015, Sandton, 2146)

Corporate and Legal Advisers

Rabin & Associates Proprietary Limited

(Registration number 2002/013811/07)

The Central

96 Rivonia Road

Sandton 2196,

(Private Bag 10015, Sandton, 2146)

Transfer Secretaries

Computershare Investor Services Proprietary Limited

(Registration number 2004/003647/07)

Rosebank Towers

15 Biermann Avenue

Rosebank, 2196

(Private Bag X9000, Saxonwold, 2132)

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SALIENT DATES AND TIMES

2022

Record date to determine which Shareholders are entitled to receive the Circular (Circular Record Date)	Friday, 7 October
Circular distributed to Shareholders and notice convening the General Meeting released on SENS on	Friday, 14 October
Last day to trade in Italtile Shares in order to be recorded in the Register to participate in and vote at the General Meeting	Tuesday, 1 November
Voting Record Date to participate in and vote at the General Meeting	Friday, 4 November
Last day to lodge forms of proxy for the General Meeting by 09:00 on	Wednesday, 9 November
General Meeting to be held at 09:00 (or immediately following the Annual General Meeting, whichever is earlier) on	Friday, 11 November
Results of General Meeting released on SENS on	Friday, 11 November

Notes:

1. The above dates and times are subject to amendment. Any such amendment will be released on SENS.
2. All times given in this Circular are local times in South Africa.
3. This Circular is available in English only and can be accessed on the Company's website at www.italtile.com. Copies of this Circular may also be obtained from the registered office of the Company and the Sponsor at the addresses set out in the 'Corporation information' section of this Circular during normal business hours from Friday, 14 October 2022 up to and including Friday, 11 November 2022, both days inclusive.

DEFINITIONS AND INTERPRETATIONS

In this Circular and the annexures hereto, unless the context otherwise indicates, references to the singular include the plural and *vice versa*, words denoting one gender include the others, expressions denoting natural persons include juristic persons and associations of persons and *vice versa*, and the words in the first column hereunder have the meaning stated opposite them in the second column, as follows:

“Annual General Meeting”	the annual general meeting of shareholders of Italtile to be conducted entirely by electronic communication as permitted by section 63(2)(a) of the Companies Act (“ electronic communication ”) at 08:00 on Friday, 11 November 2022;
“Board” or “Directors”	the board of directors of Italtile whose details are set out on page 5 of this Circular;
“Broker”	any person registered as a “brokering member (equities)” in accordance with the provisions of the Financial Markets Act;
“Business Day”	any day other than a Saturday, Sunday or an official public holiday in South Africa;
“Certificated Shareholder”	an Italtile Shareholder who holds Certificated Shares;
“Certificated Share”	an Italtile Share which has not been Dematerialised, title to which is evidenced by a Document of Title;
“Circular”	this bound document, dated Friday, 14 October 2022, including the annexures hereto and incorporating the Notice of General Meeting and Form of Proxy;
“Companies Act”	the Companies Act, 2008 (Act 71 of 2008), as amended;
“Corporate and Legal Advisers”	Rabin & Associates Proprietary Limited (Registration number 2002/013811/07), a private company duly registered and incorporated under the laws of South Africa;
“CSDP”	a Central Securities Depository Participant, accepted as a participant in terms of the Financial Markets Act, appointed by an individual shareholder for the purposes of, and in regard to, Dematerialisation;
“Custody Agreement”	the agreement which regulates the relationship between the CSDP or Broker and each beneficial holder of Dematerialised Shares;
“Dematerialised” or “Dematerialisation”	the process by which Certificated Shares are converted into electronic format as Dematerialised Shares and recorded in Italtile’s Uncertificated Securities Register;
“Dematerialised Shareholder”	an Italtile Shareholder who holds Dematerialised Shares;
“Dematerialised Share”	an Italtile Share that has been Dematerialised or has been issued in Dematerialised form, and recorded in Italtile’s Uncertificated Securities Register;
“Documents of Title”	share certificates, certified transfer deeds, balance receipts and/or any other form of acceptable documents of title acceptable to Italtile in respect of Italtile Shares;
“Empowerment Trust”	“Empowerment Trust” shall bear the meaning ascribed thereto in paragraph 3.2.4 of Annexure 1 to this Circular;
“Excluded Shareholders”	those Shareholders who are ineligible to vote at the General Meeting pursuant to the provisions contained in the Listings Requirements and the Companies Act, namely any trust or share scheme of the Company or any subsidiary of the Company;
“Financial Markets Act”	Financial Markets Act, 2012 (Act 19 of 2012), as amended;
“General Meeting”	the general meeting of Shareholders to be conducted entirely by electronic communication and to be held at 09:00 (or immediately following the Annual General Meeting, whichever is earlier) on Friday, 11 November 2022, which meeting is convened in terms of the Notice of General Meeting;
“Historic Cost Value”	shall bear the meaning ascribed thereto in paragraph 6.1.1 of Annexure 1 to this Circular;
“Italtile” or “the Company”	Italtile Limited (Registration number 1955/000558/06), a public company duly registered and incorporated under the laws of South Africa and listed on the JSE;
“Italtile Group” or “Group”	Italtile and its subsidiaries;
“Italtile Shareholders” or “Shareholders”	holders of Italtile Shares;

“Italtile Shares” or “Shares”	ordinary shares of no par value in the stated capital of Italtile which are listed on the JSE;
“Italtile Staff Share Scheme Trust”	the Italtile Staff Share Scheme Trust, to be established and governed by the Trust Deed, as approved by the JSE on 10 October 2022;
“JSE”	JSE Limited (Registration number 2005/022939/06), a public company duly registered and incorporated in accordance with the laws of South Africa and licensed as an exchange under the Financial Markets Act;
“Last Practicable Date”	Friday, 7 October 2022, being the last practicable date prior to the finalisation of this Circular;
“Legal Advisers”	Werksmans Attorneys (Registration number 1990/007215/21), a firm of attorneys duly incorporated as a personal liability company under the laws of South Africa;
“Listings Requirements”	the Listings Requirements of the JSE, as amended from time to time;
“Merchantec Capital” or “Sponsor”	Merchantec Proprietary Limited (Registration number 2008/027362/07), a private company duly registered and incorporated under the laws of South Africa;
“Market Value”	shall bear the meaning ascribed thereto in paragraphs 6.3, 7.8.2, 9.2.3, or 13.4 of Annexure 1 to this Circular, as applicable;
“MOI”	the memorandum of incorporation of Italtile;
“Notice of General Meeting”	the notice of the General Meeting attached to and forming part of this Circular;
“Register”	Italtile’s securities register, including the Uncertificated Securities Register;
“Remuneration Committee”	the remuneration committee of Italtile, being a sub-committee of the Board;
“Scheme”	The Italtile Staff Share Scheme, the terms, conditions and Scheme Rules of which are embodied in the Trust Deed, as approved by the JSE on 10 October 2022, which scheme is to be tabled at the General Meeting for approval by Italtile Shareholders;
“Scheme Rules”	the rules of the Scheme as contemplated in the Trust Deed, including all schedules thereto, as amended from time to time;
“SENS”	the Stock Exchange News Service of the JSE;
“South Africa”	the Republic of South Africa;
“Transfer Secretaries”	Computershare Investor Services Proprietary Limited (Registration number 2004/003647/07), a private company duly registered and incorporated in accordance with the laws of South Africa;
“Trust Deed”	the deed of trust of the Italtile Staff Share Scheme Trust, including the Scheme Rules and all annexures thereto, as amended from time to time, which is available for inspection as set out in paragraph 7 of this Circular;
“Uncertificated Securities Register”	the record of Dematerialised Shares administered and maintained by a CSDP and which forms part of the Register; and
“Voting Record Date”	the date on which Italtile Shareholders must be entered in the Register in order to be entitled to participate in and vote at the General Meeting, expected to be Friday, 4 November 2022.



ITALTILE LIMITED

Incorporated in the Republic of South Africa
(Registration number 1955/000558/06)
Share code: ITE ISIN: ZAE000099123
("Italtile" or "the Company")

Directors

Executive

Lance Foxcroft (Chief Executive Officer)
Brandon Wood (Chief Financial Officer)

Non-executive

Susan du Toit (Lead Independent Director)^
Giovanni Ravazzotti (Non-executive Chairman)
Luciana Ravazzotti Langenhoven (Non-executive Deputy Chairman)
Jan Potgieter
Nkateko Khoza^
Alex Motshwanetsi Mathole^
Sybrand Pretorius^
Lushane Prezens^

^Independent

CIRCULAR TO SHAREHOLDERS OF ITALTILE

1. INTRODUCTION

The purpose of this Circular is to provide Italtile Shareholders with the relevant information relating to the Scheme and to give notice of the General Meeting in order for Shareholders to consider and, if deemed fit, to pass, with or without modification, the resolutions necessary to approve and implement the Scheme in accordance with the Listings Requirements. A notice convening such General Meeting is attached to, and forms part of, this Circular.

2. PURPOSE OF THE SCHEME

In line with the Group's remuneration philosophy of fair, responsible and transparent remuneration, Italtile wishes to establish the Italtile Staff Share Scheme Trust in order to, *inter alia*, –

- i. acquire, hold and sell Shares for the benefit of designated employees within the Group in the manner contemplated in the Trust Deed;
- ii. enable designated employees within the Group to participate in the capital growth of Italtile Shares and to receive dividend income in respect of Italtile Shares;
- iii. facilitate the economic empowerment of designated employees within the Group;
- iv. recognise, reward and retain designated employees within the Group; and
- v. enable the Trustees to dispose of the Trust Shares linked to Units held by a Participant by the Trust (in designated circumstances) to Italtile Ceramics.

The achievement of the aforementioned objects and purpose of the Trust will facilitate the Broad-Based Black Economic Empowerment ownership transformational objectives of the Italtile Group.

3. SALIENT FEATURES OF THE SCHEME

The salient features of the Scheme are set out in **Annexure 1** to this Circular.

4. OPINION AND RECOMMENDATION

The Directors are of the opinion that the adoption of the Scheme will be beneficial to Italtile, the employees of the Italtile Group, and Italtile Shareholders and, accordingly, recommend that Italtile Shareholders vote in favour of the resolutions, to be proposed at the General Meeting, to approve and adopt the Scheme. The Directors who are Shareholders of Italtile intend to vote in favour of such resolutions to be proposed at the General Meeting to approve and adopt the Scheme.

5. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors, collectively and individually, accept full responsibility for the accuracy of the information contained in the Circular and certify that, to the best of their knowledge and belief, there are no facts that have been omitted which would make any statement contained in the Circular false or misleading, and that all reasonable enquiries to ascertain such facts have been made and that the Circular contains all information required by law and the Listings Requirements.

6. EXPERTS' CONSENTS

The Sponsor, the Legal Advisers, Corporate and Legal Advisers and the Transfer Secretaries have consented in writing to act in the capacities stated and to their names being stated in this Circular and have not, prior to the Last Practicable Date, withdrawn their consents prior to publication of this Circular.

7. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents will be available for inspection, and can be viewed and accessed on the Company's website at www.italtile.com from Friday, 14 October 2022 up to and including Friday, 11 November 2022:

- a signed copy of the Trust Deed; and
- a signed copy of this Circular.

The written consent letters referred to in paragraph 6 above will, from Friday, 14 October 2022 up to and including Friday, 11 November 2022, on written request therefor by a Shareholder and by prior arrangement with the Company Secretary, who can be contacted by e-mail at lizwillis@ejaysecretarial.co.za, be made available for inspection by the Company Secretary to such Shareholder.

8. GENERAL MEETING

A General Meeting of Italtile Shareholders will be conducted entirely by electronic communication and will be held at 09:00 (or immediately following the Annual General Meeting, whichever is earlier) on Friday, 11 November 2022, in order to consider and approve, with or without modification, the resolutions set out in the Notice of General Meeting which is attached to and forms part of this Circular.

A notice convening the General Meeting and a Form of Proxy for use by Certificated Shareholders and Dematerialised Shareholders with "own name" registration who are unable to attend the General Meeting, form part of this Circular.

Certificated Shareholders and Dematerialised Shareholders with "own name" registration, who are unable to attend the General Meeting and wish to be represented thereat, must complete and return the attached Form of Proxy in accordance with the instructions contained therein.

Dematerialised Shareholders, other than Dematerialised Shareholders with "own name" registration, who:

- are unable to attend the General Meeting and wish to be represented thereat, must provide their CSDP or Broker with their voting instructions, in terms of the Custody Agreement entered into between themselves and the CSDP or Broker concerned, in the manner and within the time stipulated therein;
- wish to attend the General Meeting, must instruct their CSDP or Broker to issue them with the necessary written letter of representation to attend.

SIGNED FOR AND ON BEHALF OF THE BOARD



S M du Toit

Lead Independent Non-Executive Director

14 October 2022

SALIENT FEATURES OF THE ITALTILE STAFF SHARE SCHEME TRUST

Capitalised terms referred to, and not defined, herein shall bear the meaning assigned to them in the Trust Deed of the Trust whereas capitalised terms referred to in these Salient Features shall bear the meaning assigned to them herein below.

A summary of the principal terms of the Scheme is set out below.

1. PURPOSE AND OBJECT OF THE TRUST

- 1.1 The object and the purpose of the Trust shall be to implement the Scheme, namely to –
 - 1.1.1 acquire, hold and Sell, as contemplated in the Trust Deed, the Trust Shares, for the benefit of the Participants;
 - 1.1.2 distribute income and dividends to the Participants;
 - 1.1.3 enable the Participants to share in the capital growth and/or income of the Italtile Group (which, for the purposes of the Trust Deed, comprises of each of (i) Italtile Limited (“**Italtile**”), (ii) Italtile’s subsidiaries from time to time, (iii) and each franchisee of any subsidiaries of Italtile (“**Franchisee**”) from time to time) (collectively referred to as the “**Italtile Group**” and “**Member of the Italtile Group**” or “**Italtile Group Company**” means any one of them, as the context may require);
 - 1.1.4 facilitate the economic empowerment of the Participants;
 - 1.1.5 provide an incentive to the Participants to encourage and align their interests with the interests of the Italtile Group; and
 - 1.1.6 recognise, reward and retain employees within Italtile Group Companies,

(collectively, the “**Trust Objects**”).
- 1.2 The achievement of the Trust Objects will facilitate the B-BBEE ownership transformational objectives of the Italtile Group.

2. ADMINISTRATION OF THE TRUST

- 2.1 Subject to the provisions of the Trust Deed, the Trustees shall be entitled to establish rules, procedures and guidelines which the Trustees will follow in exercising the powers contained in the Trust Deed or in respect of any other matter which the Trustees deem appropriate; provided that such rules, procedures and guidelines do not conflict with the Trust Deed or with any laws in existence in the Republic of South Africa from time to time.
- 2.2 The Trust shall be administered by the Trustees in the manner and upon the terms set out in the Trust Deed.
- 2.3 Subject to the provisions of the Trust Deed, there shall at all times be 4 (four) Trustees in office, 2 (two) of which shall be elected by the Participants and 2 (two) of which shall be appointed by Italtile.
- 2.4 A person shall be disqualified from being appointed, elected or acting as a Trustee, where, *inter alia*, such person is (or becomes) an executive director of any Member of the Italtile Group, is an Eligible Person or a Participant.
- 2.5 Italtile may, at its discretion, appoint a compliance officer who shall be accountable to the board of directors of Italtile (“**Board**”) to perform the functions in terms of, and to comply with the duties as set out in, section 97 of the Companies Act in respect of the Trust.

3. ELIGIBILITY

- 3.1 A Category 1 Existing Eligible Employee, a Category 2 Existing Eligible Employee and a New Eligible Employee (collectively, “**Eligible Persons**” and each an “**Eligible Person**”), as identified by the Remuneration Committee, on the advice of the relevant Member of the Italtile Group, will be eligible to participate under the Scheme.
- 3.2 For purposes hereof –
 - 3.2.1 “**BCEA**” means the Basic Conditions of Employment Act No. 75 of 1997, as amended from time to time;
 - 3.2.2 “**Category 1 Existing Eligible Employee**” means any Permanent Employee who is employed with an Italtile Group Company for a continuous and uninterrupted (other than due to any period of absence provided for in the BCEA) period of not less than 36 months prior to 31 August 2021 but specifically excluding any Permanent Employee who –

- 3.2.2.1 has, at any time, whether prior to or after the establishment of the Trust, participated in, or benefitted from, any share incentive trust or any other share incentive scheme of whatsoever nature of any Italtile Group Company;
 - 3.2.2.2 is a Trustee, a member of the Board or a member of the remuneration committee of Italtile, as the case may be, on the date that such person is identified by the Remuneration Committee as an Offeree;
 - 3.2.2.3 is, whether directly or indirectly, a shareholder of any Italtile Group Company, other than Italtile;
 - 3.2.2.4 is the spouse of a shareholder of any Italtile Group Company, other than Italtile;
 - 3.2.2.5 is a fixed-term employee, independent contractor, consultant, service contractor, temporary contract holder (including any person employed by a labour broker/temporary employment service and rendering services to any Italtile Group Company); or
 - 3.2.2.6 is a spouse or other relative of a person who has participated in, or benefitted from, the scheme embodied in the second amended and restated Trust Deed in respect of the Empowerment Trust;
- 3.2.3 **“Category 2 Existing Eligible Employee”** means any Permanent Employee who is employed with an Italtile Group Company for a continuous and uninterrupted (other than due to any period of absence provided for in the BCEA) period of not less than 36 months prior to 31 August 2022 but specifically excluding any Permanent Employee who –
- 3.2.3.1 has, at any time, whether prior to or after the establishment of the Trust, participated in, or benefitted from, any share incentive trust or any other share incentive scheme of whatsoever nature of any Italtile Group Company;
 - 3.2.3.2 is a Trustee, a member of the Board or a member of the Remuneration Committee, as the case may be, on the date that such person is identified by the Remuneration Committee as an Offeree;
 - 3.2.3.3 is, whether directly or indirectly, a shareholder of any Italtile Group Company, other than Italtile;
 - 3.2.3.4 is the spouse of a shareholder of any Italtile Group Company, other than Italtile;
 - 3.2.3.5 is a fixed-term employee, independent contractor, consultant, service contractor, temporary contract holder (including any person employed by a labour broker/temporary employment service and rendering services to any Italtile Group Company); or
 - 3.2.3.6 is a spouse or other relative of a person who has participated in, or benefitted from, the scheme embodied in the second amended and restated Trust Deed in respect of the Empowerment Trust;
- 3.2.4 **“Empowerment Trust”** – the Italtile Empowerment Trust (Masters Reference Number IT 8366/07), a trust duly established in accordance with the provisions of the Trust Property Control Act No. 57 of 1988, as amended from time to time;
- 3.2.5 **“New Eligible Employee”** – any Permanent Employee who is employed with a Italtile Group Company for any continuous and uninterrupted (other than due to any period of absence provided for in the BCEA) period of not less than 36 months after 31 August 2020, but specifically excluding any Permanent Employee who –
- 3.2.5.1 has, at any time, whether prior to or after the establishment of the Trust, participated in, or benefitted from, any share incentive trust or any other share incentive scheme of whatsoever nature of any Italtile Group Company;
 - 3.2.5.2 is a Trustee, a member of the Board or a member of the Remuneration Committee, as the case may be, on the date that such Person is identified by the Remuneration Committee as an Offeree;
 - 3.2.5.3 is, whether directly or indirectly, a shareholder of any Italtile Group Company, other than Italtile;
 - 3.2.5.4 is the spouse of a shareholder of any Italtile Group Company, other than Italtile;
 - 3.2.5.5 is a fixed-term employee, independent contractor, consultant, service contractor, temporary contract holder (including any Person employed by a labour broker/temporary employment service and rendering services to any Italtile Group Company); or
 - 3.2.5.6 is a spouse or other relative of a person who has participated in, or benefitted from, the scheme embodied in the second amended and restated Trust Deed in respect of the Empowerment Trust;

- 3.2.6 “**Permanent Employee**” means a permanently appointed employee who is employed by a Member of the Italtile Group to perform work on not less than five days per week, and who performs not less than 45 hours of work per week; and
- 3.2.7 “**Remuneration Committee**” means the remuneration committee of Italtile, being a sub-committee of the Board.

4. ALLOCATION OF UNITS

- 4.1 The Remuneration Committee, on the advice of the relevant Member of the Italtile Group, shall be entitled from time to time to identify Eligible Persons (“**Offerees**”) to whom an offer (“**Offer**”) is to be made by the Trustees for purposes of such Offerees participating in the Scheme, it being recorded that the Trustees shall have no discretion in relation to the identification of such Offerees and the allocation of Units to such Offerees.
- 4.2 The Remuneration Committee shall deliver a written directive to the Trustees (“**Directive Notice**”) advising them, in respect of each Offeree, of –
- 4.2.1 the identity of the Offeree to be made an Offer;
- 4.2.2 the Retention Award provided to the Trust to acquire the Trust Shares forming the subject matter of the Offer;
- 4.2.3 the number of Units forming the subject matter of the Offer, which shall be determined in accordance with the provisions of paragraph 4.7 below;
- 4.2.4 the fact that the Units forming the subject matter of the Offer will be allocated to the Offeree for no consideration; and
- 4.2.5 the number of Trust Shares to be linked to the Units forming the subject matter of the Offer.
- 4.3 The Trustees shall, as soon as reasonably possible after receipt of a Directive Notice but by no later than 3 (three) Business Days after receipt thereof, deliver a written notice setting out the Offer (“**Offer Notice**”) to each Offeree identified in such Directive Notice.
- 4.4 Each Offeree shall be afforded 20 (twenty) Business Days from receipt of the Offer Notice (or such longer period as may be advised in writing by the Remuneration Committee to the Trustees on an ad hoc basis) (“**Offer Period**”) to accept the Offer by delivering a written notice of acceptance (“**Acceptance Notice**”) to the Trustees. If the Offer is accepted by the Offeree within the Offer Period, no consideration will be payable by the Offeree to the Trust in respect of the Units forming the subject matter of such Offer. If an Offeree fails to duly accept an Offer within the Offer Period, such Offer will lapse and will be of no further force or effect.
- 4.5 Following receipt of an Acceptance Notice, Italtile or any other Member of the Italtile Group (other than a Franchisee), as the case may be, shall contribute to the Trustees an amount equal to the relevant Retention Award (subject to the provisions of the Scheme Rules), less the value of any Unallocated Trust Shares to be used by the Trustees in fulfilling an Offer, for purposes of the Trustees procuring the acquisition of the Trust Shares forming the subject matter of such Offer in such manner as advised in writing by the Board to the Trustees, taking into account the provisions of paragraphs 6.1 and 6.2 below.
- 4.6 Each Offeree will be allocated such number of Units forming the subject matter of an Offer on 31 March of the calendar year in respect of which such Offer was made by the Trustees to such Offeree, provided that such Offeree has delivered an Acceptance Notice in respect of such Offer to the Trustees within the Offer Period (“**Allocation Date**”).
- 4.7 With effect from the relevant Allocation Date, the relevant Offeree shall be allocated the Units forming the subject matter of his/her Offer for no consideration, become a Participant of the Trust and be bound by the terms and conditions of the Trust Deed.

4.8 The number of Units to be allocated by the Trustees to an Offeree, pursuant to a Directive Notice issued by the Remuneration Committee to the Trustees, shall be determined as follows –

4.8.1 in respect of each Category 1 Existing Eligible Employee, 5 000 Units;

4.8.2 in respect of each Category 2 Existing Eligible Employee, such number of Units as determined by applying the following formula –

$$A_t = A_o \times (1 + (CPI_{0,t}) \times S_o / S_t)$$

Where –

A_t = the number of Units to be offered by the Trustees to an Offeree who is a Category 2 Existing Eligible Employee, pursuant to a Directive Notice received by the Trustees from the Remuneration Committee, provided that “ A_t ” can never exceed 10 000. To the extent that “ A_t ” is an amount greater than 10 000, then in such instance “ A_t ” will be deemed to be 10 000. It being recorded that where “ A_t ” is a fraction resulting in a decimal of 5 (five) or more, “ A_t ” shall be rounded up to the nearest whole number, or where “ A_t ” results in a decimal of below five (five), “ A_t ” shall be rounded down to the nearest whole number;

A_o = 5 000, being the number of Units offered by the Trustees to each Offeree who is a Category 1 Existing Eligible Employee;

$CPI_{0,t}$ = the growth in CPI from 31 March 2022 to the last day of the month preceding the month in which the Directive Date referred to in paragraph 4.10.2.1 occurs, provided that if Statistics South Africa has not published the Statistical Release P0141 for such month, then the growth in CPI will be determined based on the latest available Statistical Release P0141 which has been published by Statistics South Africa prior to the Directive Date referred to in paragraph 4.10.2.1;

S_o = the market price per Italtile Share equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding 31 March 2022; and

S_t = the market price per Italtile Share equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding the Directive Date referred to in paragraph 4.10.2.1 below;

4.8.3 in respect of each New Eligible Employee, such number of Units as determined by applying the following formula –

$$A_t = A_o \times (1 + (CPI_{0,t}) \times S_o / S_t)$$

Where –

A_t = the number of Units to be offered by the Trustees to each Offeree who is a New Eligible Employee, pursuant to a Directive Notice received by the Trustees from the Remuneration Committee, provided that “ A_t ” can never exceed 10 000. To the extent that “ A_t ” is an amount greater than 10 000, then in such instance “ A_t ” will be deemed to be 10 000. It being recorded that where “ A_t ” is a fraction resulting in a decimal of 5 (five) or more, “ A_t ” shall be rounded up to the nearest whole number, or where “ A_t ” results in a decimal of below five (five), “ A_t ” shall be rounded down to the nearest whole number;

A_o = the fixed number of Units offered by the Trustees to each Offeree who is a Category 2 Existing Eligible Employee, as is determined by applying the formula in paragraph 4.8.2;

$CPI_{0,t}$ = the growth in CPI from 31 March 2023 to the last day of the month preceding the month in which the Directive Date referred to in paragraph 4.10.2.2 occurs, provided that if Statistics South Africa has not published the Statistical Release P0141 for such month, then the growth in CPI will be determined based on the latest available Statistical Release P0141 which has been published by Statistics South Africa prior to the Directive Date referred to in paragraph 4.10.2.2 below;

S_o = the market price per Italtile Share equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding 31 March 2023, being the Allocation Date which is (or will be) applicable to Participants who are Category 1 Existing Eligible Employees; and

S_t = the market price per Italtile Share equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding the Directive Date referred to in paragraph 4.10.2.2.

- 4.9 No award of Units may be granted with retrospective effect. The date upon which the decision to award and allocate Units to an Eligible Person (i.e. the date upon which the Directive Notice is issued to the Trustees) shall be the date upon which all aspects of the allocation and award of the Units to such Eligible Person are determined.
- 4.10 For purposes hereof –
- 4.10.1 **“CPI”** shall mean the headline consumer price index as published by Statistics South Africa in Statistical Release P0141 from time to time, or such other index reflecting the official rate of inflation in the Republic of South Africa as may replace it from time to time;
- 4.10.2 **“Directive Date”** means –
- 4.10.2.1 in respect of each Category 2 Existing Eligible Employee, the date upon which the Remuneration Committee delivers a Directive Notice to the Trustees, pursuant to which, *inter alia*, the Remuneration Committee advises the Trustees of the identity of the relevant Offeree and the number of Units to be allocated to such Offeree, which shall be determined in accordance with the provisions of paragraph 4.8.2 above; or
- 4.10.2.2 in respect of each New Eligible Employee, the date upon which the Remuneration Committee delivers a Directive Notice to the Trustees, pursuant to which, *inter alia*, the Remuneration Committee advises the Trustees of the identity of the relevant Offeree and the number of Units to be allocated to such Offeree, which shall be determined in accordance with the provisions of paragraph 4.8.3 above;
- 4.10.3 **“Participant”** means an Offeree who has timeously delivered an Acceptance Notice to the Trustees and to whom Units have been allocated, and whose Units have not been Forfeited and/or Redeemed in terms of the Trust Deed and/or the Scheme Rules, as the case may be. It being recorded that the Trustees shall have no discretion in relation to the allocation of Units to each Participant. A reference to a Participant will include, where required by the context, such Participant’s executor, curator or successors;
- 4.10.4 **“Retention Award”** means the cash amount advised by the Board to the Trustees to be contributed by the relevant Italtile Group Company, on a non-refundable basis, to the Trust which cash amount shall be utilised by the Trustees to acquire the Trust Shares forming the subject matter of the Offer;
- 4.10.5 **“Trust Interest”** means any rights of a Participant to participate in the income and capital of the Trust, expressed as a percentage (determined by dividing the number of Units allocated to a Participant by the total number of Units allocated to all Participants);
- 4.10.6 **“Trust Shares”** means ordinary no par value shares in Italtile (**“Italtile Shares”**) acquired by the Trustees from time to time in accordance with the provisions of the Trust Deed, held by, and registered in the name of, the Trust from time to time;
- 4.10.7 **“Unallocated Trust Shares”** means those Trust Shares, if any, in respect of which the Units have been Forfeited, and as a consequence thereof are no longer linked to any Units allocated to Participants; and
- 4.10.8 **“Units”** means the notional units used as a mechanism to establish the respective Trust Interest of a Participant bearing the rights and privileges set out in paragraph 5 below, and as created by the Trustees in terms of the Trust Deed, and in accordance with the instructions of the Board, used exclusively as a mechanism to establish the respective vested rights of the Participant concerned, it being recorded that (i) there shall always be at least as many Trust Shares as there are allocated Units, i.e. each Unit allocated to a Participant will be linked to a Trust Share, and (ii) a Unit has no separate existence.

5. RIGHTS AND LIMITATIONS IN RESPECT OF UNITS AND TRUST INTERESTS

- 5.1 The Participants shall be the vested capital and income beneficiaries of the Trust.
- 5.2 Each Unit shall –
- 5.2.1 be non-transferable (but shall be capable of Forfeiture and Redemption in accordance with the provisions of the Trust Deed as read with the Scheme Rules);
- 5.2.2 represent an indirect equity interest in the Trust Share linked to such Unit;
- 5.2.3 confer on the Participant a personal right as set out in the Scheme Rules;
- 5.2.4 afford the Participant a vested right to receive the Dividend Income accrued in respect of the Trust Share linked to such Unit;
- 5.2.5 entitle the Participant to instruct the Trustees how to vote the Trust Shares linked to the Units in respect of each shareholders’ meeting of Italtile;

- 5.2.6 entitle the Participant thereof to cast one vote at any meeting of Participants, subject to the terms and conditions of the Trust Deed; and
 - 5.2.7 be automatically Redeemable upon expiry of the Retention Period applicable to such Unit in accordance with the provisions of the Scheme Rules.
- 5.3 Save as expressly provided for in the Trust Deed, a Participant shall not be entitled to –
- 5.3.1 Encumber his/her Trust Interest, his/her Units and/or any Trust Shares linked to his/her Units (or any rights or interest therein);
 - 5.3.2 Sell or enter into any agreement to Sell any of his/her Trust Interest, his/her Units and/or any Trust Shares linked to his/her Units (or any rights or interest therein);
 - 5.3.3 enter into any swap or other arrangement that transfers to another Person, in whole or in part, any of the economic consequences of ownership of such Participant's Trust Interest, his/her Units and/or any Trust Shares linked to his/her Units;
 - 5.3.4 enter into any agreement or arrangement in respect of any votes attaching to his/her Units or enter into any derivative transaction in respect of his/her Trust Interest or his/her Units;
 - 5.3.5 agree, whether or not subject to any suspensive or resolute condition, to do any of the foregoing; or
 - 5.3.6 enter into any transaction which has an effect similar to any of the foregoing.
- 5.4 No Trust Interest, Unit and/or Trust Shares linked to Units allocated to a Participant (or any rights or interest therein) shall be liable to attachment or be subjected to any form of execution by creditors of a Participant and no rights to any Trust Interest, Units and/or Trust Shares linked to Units allocated to a Participant shall be enforceable by any third party against the Trust.
- 5.5 Any purported assignment of a Trust Interest or Units in contravention of the Trust Deed and the Scheme Rules shall be void.

6. ACQUISITION OF TRUST SHARES

- 6.1 For purposes of achieving the Trust Objects and fulfilling any Offers, and subject to paragraph 14.9(e) of Schedule 14 of the Listings Requirements and paragraph 6.2 –
- 6.1.1 the Trust shall be required, in the first instance, to purchase all Italtile Shares held by, and registered in the name of, the Empowerment Trust from time to time, which shall not exceed 12 000 000 Italtile Shares ("**Empowerment Trust Shares**"), from the Empowerment Trust, which purchase can be made by the Trust in multiple tranches at a price equal to the historical cost price per Empowerment Trust Share acquired by the Empowerment Trust from a participant of the Empowerment Trust ("**Historic Cost Value**"), as determined from the written records of the Empowerment Trust;
 - 6.1.2 once the Trust has acquired all of the Empowerment Trust Shares, from the Empowerment Trust, then the Trust shall, in the second instance, be required to purchase Italtile Shares from any Italtile Group Company (other than a Franchisee) at a price equal to the Market Value thereof; and
 - 6.1.3 if the Trust has purchased all of the Empowerment Trust Shares and is unable to procure the purchase of Italtile Shares from any Italtile Group Company (other than a Franchisee) for any reason whatsoever, then, in the third instance, and at the Board's sole and absolute discretion, the Trust shall either purchase Italtile Shares through the market or subscribe for Italtile Shares at a price equal to the Market Value thereof.
- 6.2 Notwithstanding the provisions of paragraph 6.1, in fulfilling any Offer –
- 6.2.1 the Trustees must first utilise any Unallocated Trust Shares held by the Trust and the Trust may only purchase or subscribe for Italtile Shares to the extent of any shortfall in the event that the Unallocated Trust Shares held by the Trust are insufficient to fulfil an Offer; and
 - 6.2.2 Italtile Shares may only be purchased or subscribed for by the Trust once an Offeree has been formally identified by the Remuneration Committee and such Offeree has accepted the Offer made to him by the Trustees by timeously delivering an Acceptance Notice to the Trustees.
- 6.3 For purposes of paragraph 6.1, the "**Market Value**" shall mean the market price per Trust Share (to be acquired in order to fulfil an Offer) equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding the date of delivery of the Offer Notice.

7. TREATMENT OF DIVIDENDS IN RESPECT OF TRUST SHARES LINKED TO UNITS

- 7.1 All Dividend Income in respect of Trust Shares linked to Units allocated to Participants will immediately vest in such Participants and, within 5 (five) Business Days after receipt thereof by the Trust, be distributed (net of all Taxes) to such Participants in proportion to their respective Trust Interests in the manner contemplated in paragraph 7.3, as read with paragraph 7.5, below.
- 7.2 The proportion of the Dividend Income in respect of Trust Shares linked to Units corresponding to allocated Units vesting in each Participant shall be determined by multiplying such Dividend Income by the Trust Interest (expressed as a percentage) of that Participant.
- 7.3 Each Participant shall instruct the Trustees, in his/her Acceptance Notice delivered to such Trustees, to retain, for and on behalf of such Participant, all Dividend Income (net of any Taxes) in respect of Trust Shares linked to Units allocated to such Participant, which has vested in such Participants during the Retention Period ("**Retained Dividend Income**"), in order to enable the Trust to pay any amount that the Trustees are obliged to account for, withhold or deduct in respect of any Taxes arising from –
- 7.3.1 any Forfeiture or Redemption of Units held by any such Participant in terms of the Trust Deed; or
- 7.3.2 any benefits otherwise accruing to any such Participant pursuant to the provisions of the Trust Deed as read with the Scheme Rules.
- 7.4 To the extent that the aggregate amount of the Retained Dividend Income is insufficient to fully and finally settle any amount that the Trustees are obliged to account for, withhold or deduct in respect of any Taxes arising from any Forfeiture or Redemption of Units held by the relevant Participant, then in such instance, the Trustees will be entitled, without the prior written consent of, or notification to, the relevant Participants, to sell a portion of the Trust Shares linked to the Units held by the relevant Participant through the market or otherwise to settle such Tax liability, unless the Board specifically directs the Trustees, in writing, to Dispose of such Trust Shares linked to Units held by the relevant Participant to Italtile Ceramics Proprietary Limited ("**Italtile Ceramics**"), a wholly-owned subsidiary of Italtile, for an amount equal to the Market Value thereof, in which case such Trust Shares held by, and registered in the name of, the Trust shall be sold by the Trustees to Italtile Ceramics, to settle such Tax liability.
- 7.5 In the event that all the Units held by a Participant are Forfeited in terms of the Scheme Rules, then all Retained Dividend Income held by the Trust, for and on behalf of such Participant, shall, as soon as reasonably possible after such Forfeiture occurs, but no later than 10 (ten) Business Days thereafter, be paid (net of any Taxes) to such Participant into the bank account nominated by such Participant, in writing, for this purpose.
- 7.6 In the event that Dividend Income is received *in specie* and not in cash, the Trustees shall, unless otherwise directed by the Board in writing, realise such assets received *in specie* and distribute any proceeds received in respect thereof to the Participants in accordance with paragraph 7.1, as read with paragraph 7.2, above.
- 7.7 Any employees' tax shall be set-off by the Trustees against any amount payable by the Trustees to a Participant in terms of the Scheme Rules. Any amount payable to a Participant in terms of the Scheme Rules shall, following such set-off, be paid to the Participant concerned as soon as reasonably possible.
- 7.8 For purposes of –
- 7.8.1 this Annexure A, "**Dividend Income**" means all and any distributions received by the Trust in respect of the Trust Shares from time to time; and
- 7.8.2 this paragraph 7, "**Market Value**" shall mean the market price per Trust Share linked to the Vested Units equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding the date upon which such Vested Units are to be Redeemed in accordance with the Scheme Rules.

8. TREATMENT OF DIVIDENDS IN RESPECT OF UNALLOCATED TRUST SHARES

- 8.1 The Trust shall hold Unallocated Trust Shares which shall be utilised by the Trust for purposes of fulfilling any future Offers.
- 8.2 The Trustees shall retain 100% of any Dividend Income received by the Trust in respect of Unallocated Trust Shares (net of all Taxes) in the Trust to –
- 8.2.1 cover the ongoing costs, expenses, disbursements and liabilities lawfully and reasonably incurred or to be incurred by the Trust in respect of the day to day management, operation and administration of the Trust;
- 8.2.2 cover all and any liabilities of the Trust of whatsoever nature and howsoever arising, whether actual or contingent, unquantified or disputed; and
- 8.2.3 achieve the Trust Objects.

9. REDEMPTION

- 9.1 Subject to compliance with the Listings Requirements, the Trustees shall, by no later than 30 (thirty) Business Days after the expiry of the Retention Period applicable to the relevant Participant, Redeem the Units held by such Participant as follows –
- 9.1.1 the Trustees shall, within 10 (ten) Business Days after the expiry of the Retention Period applicable to the relevant Participant, deliver a written notice ("**Redemption Notice**") to such Participant. The Redemption Notice shall, *inter alia*, –
- 9.1.1.1 specify the number of Units linked to Trust Shares which are to be Redeemed by the Trust ("**Vested Units**");
- 9.1.1.2 specify the aggregate sum of all of the Retained Dividend Income which has accrued in respect of the Trust Shares linked to the Vested Units and which has been retained by the Trust for and on behalf of the relevant Participant;
- 9.1.1.3 stipulate the aggregate amount of the Tax liability of the relevant Participant that the Trustees are obliged to account for, withhold or deduct in respect of any Taxes arising from the Redemption of the Vested Units;
- 9.1.1.4 stipulate that the Vested Units of the relevant Participant will be Redeemed in accordance with the provisions of the Trust Deed and the Scheme Rules;
- 9.1.1.5 stipulate that –
- 9.1.1.5.1 unless the Trustees receive a Request Notice from the relevant Participant within 5 Business Days from the date of delivery of the Redemption Notice by the Trustees to the relevant Participant, the Trustees shall, subject to the provisions of paragraph 7.4 above, as read with paragraph 14.3 below, procure the transfer of such number of Trust Shares linked to the Vested Units to the relevant Participant for no consideration; and
- 9.1.1.5.2 if the relevant Participant wishes for the Trustees to Dispose of the Trust Shares linked to the Vested Units, for and on behalf of the relevant Participant, in order to enable the relevant Participant to receive the cash proceeds realised from the Disposal thereof, such Participant shall be obliged to deliver a Request Notice, duly signed, to the Trustees within the time period prescribed in paragraph 9.1.1.5.1 above;
- 9.1.2 to the extent that –
- 9.1.2.1 the Trustees do not timeously receive a Request Notice from the relevant Participant, the Trustees shall, after having taken into account any and all Taxes which the Trustees are obliged to account for, withhold or deduct in respect of any Taxes arising from a Redemption of the Vested Units (as contemplated in paragraph 7.4 above, as read with paragraph 14.3 below), procure the transfer of such number of Trust Shares linked to the Vested Units to such Participant; or
- 9.1.2.2 the Trustees timeously receive a Request Notice from the Participant concerned –
- 9.1.2.2.1 the Trustees shall, for and on behalf of the relevant Participant, procure the Disposal of the Trust Shares linked to the Vested Units through the market or otherwise, unless the Board specifically directs the Trustees, in writing, to sell such Trust Shares linked to the Vested Units to Italtile Ceramics for a price equal to the Market Value thereof, in which case such Trust Shares held by, and registered in the name of, the Trust shall be sold by the Trustees to Italtile Ceramics; and
- 9.1.2.2.2 as soon as reasonably possible after the Trust receives the cash proceeds ("**Realised Proceeds**") from the sale of the Trust Shares linked to the Vested Units, but by no later than 10 Business Days thereafter, the Trustees shall remit an amount equal to the Realised Proceeds, less any amount which the Trustees are obliged to account for, withhold or deduct in respect of any Taxes arising from a Redemption of the Vested Units (as contemplated in paragraph 7.4 above, as read with paragraph 14.3 below), to the relevant Participant into such bank account as such Participant nominates, in writing, for such purpose; and
- 9.1.2.3 upon Redemption of the Vested Units, the Vested Units will be cancelled and the relevant Participant will have no further rights whatsoever in respect of such Vested Units.

9.2 For purposes hereof, –

9.2.1 **“Request Notice”** means a written notice delivered by the relevant Participant to the Trustees in terms of which such Participant *inter alia* (i) acknowledges receipt of the Redemption Notice, (ii) authorises and instructs the Trustees, acting for and on behalf of such Participant, to Dispose of the Trust Shares linked to the Vested Units through the market or, to the extent that the Trustees have been directed by the Board in writing after receipt of the Request Notice, to Dispose of such Trust Shares to Italtile Ceramics, then to Italtile Ceramics for a price equal to the Market Value thereof, and (iii) acknowledges and accepts that the cash proceeds realised pursuant to such Disposal, less all applicable Taxes which are payable arising from the Redemption of the Vested Units and which the Trustees are obliged to account for, withhold or deduct, as a result of such Redemption, will be paid by the Trust to such Participant;

9.2.2. **“Retention Period”** – means –

9.2.2.1 in respect of a Category 1 Existing Eligible Employee who becomes a Participant, the period commencing on the Allocation Date and enduring until the second anniversary thereof, during which the Participant concerned must remain in the employ of the Italtile Group Company which employed him in order for his Units to vest and become Redeemable; and

9.2.2.2 in respect of a Category 2 Existing Eligible Employee or a New Eligible Employee, as the case may be, who becomes a Participant, the period commencing on the Allocation Date and enduring until the third anniversary thereof, during which the Participant concerned must remain in the employ of the Italtile Group Company which employed him in order for his Units to vest and become Redeemable;

9.2.3 **“Market Value”** means the market price per Trust Share linked to the Vested Units equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding the date upon which such Vested Units are to be Redeemed in accordance with the Scheme Rules.

10. LIMITS

- 10.1 The aggregate number of Trust Shares acquired by the Trust in accordance with the Trust Deed, may not exceed 20 000 000 Italtile Shares.
- 10.2 In determining the number of Trust Shares which may be acquired by the Trust in terms of paragraph 10.1 above, Trust Shares linked to Units which are subsequently Forfeited and cancelled in accordance with the Trust Deed will become Unallocated Trust Shares and shall not count towards the maximum number of Italtile Shares as set out in paragraph 10.1 above. Accordingly, rolling over is prohibited.
- 10.3 Trust Shares acquired by the Trustees by way of purchases in the market will not be taken into account and shall not count towards the maximum number of Italtile Shares as set out in paragraph 10.1 above.
- 10.4 The number of Trust Shares linked to Units that may be acquired by any Participant in terms of the Trust Deed may not exceed 10 000 Italtile Shares, it being recorded that in order for a Participant to be eligible under the Scheme, such Participant could not have participated in, or benefitted from, any share incentive trust or any other share incentive scheme of whatsoever nature of any Italtile Group Company.
- 10.5 In determining the number of Trust Shares linked to Units allocated to Participants in terms of paragraph 10.4 above, Trust Shares linked to Units which are subsequently Forfeited and cancelled in accordance with the Trust Deed will become Unallocated Trust Shares and shall not count towards the maximum number of Italtile Shares as set out in paragraph 10.4 above.

11. FORFEITURE OF UNITS

- 11.1 All the Units allocated and awarded to a Participant will be automatically Forfeited by him/her for no value in the following circumstances –
- 11.1.1 if the employment of such Participant terminates prior to the expiry of the Retention Period applicable to such Participant as a result of the occurrence of any of the following –
- 11.1.1.1 the resignation of such Participant; or
- 11.1.1.2 the lawful dismissal of such Participant by a Italtile Group Company at any time on grounds of his proven dishonest, fraudulent or grossly negligent conduct (whether such termination occurs as a result of notice given to or by him/her or otherwise); or

- 11.1.1.3 any circumstances, other than those circumstances contemplated in paragraph 11.1.1 above or contemplated in paragraph 12.1 below; or
- 11.1.2 if such Participant elects, in his/her sole discretion, to become a beneficiary of, or a participant in, another share incentive trust or employee share ownership scheme established by Italtile or any other Italtile Group Company from time to time.
- 11.2 If any Units are Forfeited in terms of paragraph 11.1 above, then the provisions of paragraph 12.3 below shall apply to such Forfeiture.

12. TERMINATION OF EMPLOYMENT

- 12.1 If the employment of a Participant terminates prior to the expiry of the Retention Period applicable to such Participant as a result of the occurrence of any of the following –

- 12.1.1 death; or
- 12.1.2 retrenchment, whether due to (i) operational requirements as contemplated in the LRA, or (ii) a voluntary separation by virtue of a mutual agreement concluded between such Participant and the Italtile Group Company who employs him/her, such separation being implemented in the pursuance of the Italtile Group's operational requirements; or
- 12.1.3 the relevant Italtile Group Company (other than Italtile) being subject to any Amalgamation or Merger; or
- 12.1.4 Retirement; or
- 12.1.5 ill health or disability, as certified by a qualified medical practitioner nominated by the management of Italtile; or
- 12.1.6 any other reason which the Remuneration Committee considers and decides to be appropriate in the circumstances,

then the provisions of paragraphs 12.2 and 12.3 below shall apply.

- 12.2 The Trustees shall, subject to compliance with the Listings Requirements and the provisions of paragraph 12.3 below, by no later than 30 (thirty) Business Days after the occurrence of any of the events contemplated in paragraph 12.1 above (each a **"Good Leaver Trigger Event"**) –

- 12.2.1 Redeem such number of Units held by the relevant Participant as is determined by applying the following formula –

$$A = B \times \frac{C}{D}$$

where –

- A = the number of Units allocated to a Participant which is required to be Redeemed pursuant to the occurrence of a Good Leaver Trigger Event;
- B = the number of Units allocated to a Participant as at the date immediately preceding the occurrence of the Good Leaver Trigger Event;
- C = the number of completed months of service of a Participant as a Permanent Employee of an Italtile Group Company, for the period commencing on the Allocation Date and terminating on the day immediately preceding the occurrence of the Good Leaver Trigger Event; and
- D = to the extent that the Units to be Redeemed are in respect of a Participant who is a Category 1 Existing Eligible Employee, "D" shall be 24; and to the extent that the Units to be Redeemed are in respect of a Participant who is a Category 2 Existing Eligible Employee or a New Eligible Employee, "D" shall be 36;
- 12.2.2 procure that the Redemption of Units (after having applied the formula set out in paragraph 12.2.1 above) takes place strictly in accordance with the provisions of paragraph 9 above; and
- 12.2.3 all remaining Units which have not been Redeemed in accordance with the provisions of paragraph 12.2.1 above shall be automatically Forfeited in accordance with paragraph 12.3 below.

- 12.3 If any Units are Forfeited in terms of paragraph 11 above or this paragraph 12 –
- 12.3.1 the Trustees will deliver a written notice to that effect to the relevant Participant;
 - 12.3.2 such Participant will not be entitled to any compensation whatsoever in respect of the Forfeited Units; and
 - 12.3.3 the Forfeited Units will be cancelled and the Trust Shares to which such Units were linked will become Unallocated Trust Shares.
- 12.4 The Redemption of Units, pursuant to the occurrence of a Good Leaver Trigger Event, is highlighted in the following examples –
- 12.4.1 a Participant who is a Category 1 Existing Eligible Employee was allocated 5 000 Units. His employment terminated prior to the expiry of his Retention Period. He only served 18 of the 24 months applicable to his Retention Period. In this regard, by applying the formula detailed in paragraph 12.2.1 above, 3 750 of the Units allocated to such Participant shall become Redeemable, and the balance of 1 250 Units allocated to such Participant shall be Forfeited; and
 - 12.4.2 a Participant who is a New Eligible Employee was allocated 7 000 Units. Her employment terminated prior to the expiry of her Retention Period. She only served 18 of the 36 months applicable to her Retention Period. In this regard, by applying the formula detailed in paragraph 12.2.1 above, 3 500 Units allocated to such Participant shall become Redeemable, and the balance of 3 500 Units allocated to such Participant shall be Forfeited.

13. TERMINATION OF THE TRUST

- 13.1 The Trust shall exist indefinitely and shall terminate on the date upon which the Trustees and the Board shall agree that the Trust Objects have been substantially achieved (“**Termination Date**”).
- 13.2 Upon termination of the Trust in accordance with the provisions of paragraph 13.1 above, the following interdependent steps shall be implemented in the order set out below –
- 13.2.1 subject to the Listings Requirements, the Companies Act and all other Applicable Law at the time, the Trustees shall Dispose of all of the Trust Shares held by, and registered in the name of, the Trust (irrespective of whether such Trust Shares are linked to Units or are Unallocated Trust Shares) through the market or otherwise unless the Board specifically directs the Trustees, in writing, to Dispose of such Trust Shares to Italtile Ceramics for an amount equal to the Market Value thereof, in which case such Trust Shares held by, and registered in the name of, the Trust shall be sold by the Trustees to Italtile Ceramics for the Market Value thereof;
 - 13.2.2 the Trustees shall utilise the actual proceeds received by the Trust from the Disposal referred to in paragraph 13.2.1 above to (i) settle, in full, all outstanding liabilities of the Trust (including the repayment of any loans advanced by Italtile or any other Italtile Group Company to the Trust as well as any Tax liabilities which the Trustees are obliged to account for (including but not limited to Taxes which the Trustees are obliged to withhold or deduct in respect of any Taxes arising from the Redemption of the Units allocated to Participants and any benefits otherwise accruing to the Participants pursuant to the implementation of the provisions of this paragraph 13)), and (ii) fully, finally and completely discharge all costs, expenses and disbursements incurred in connection with the affairs and administration of the Trust;
 - 13.2.3 subject to Applicable Law, the Trustees shall vest and distribute the net capital proceeds (after realisation of all assets, including the Trust Shares, and the payment of all liabilities, costs, expenses and disbursements) to each Participant reflected in the Register of Participants, as at the Termination Date, in proportion to such Participant’s Trust Interest, as at the Termination Date; and
 - 13.2.4 on payment of the proceeds to the Participants as contemplated in paragraph 13.2.3 above, all allocated Units held by Participants shall forthwith be Redeemed and will be cancelled. The Participants will have no further rights or claims whatsoever in respect of such Units.
- 13.3 If, and to the extent that, there are no Participants on the Termination Date, then in such instance only, and after having implemented the steps contemplated in paragraphs 13.2.1 and 13.2.2 above, respectively, the Trustees shall vest and distribute the remaining surplus in the Trust to a public benefit organisation which has been approved in terms of section 30(3) of the Income Tax Act, on the basis that –
- 13.3.1 such public benefit organisation must have the same or better Black ownership credentials as that of the Trust;
 - 13.3.2 such public benefit organisation will be required to use the remaining surplus solely for purposes of carrying on one or more Public Benefit Activities; and
 - 13.3.3 such public benefit organisation must be approved by the Board.

- 13.4 For purposes of this paragraph 13, “**Market Value**” means the market price per Trust Share equal to the volume weighted average price at which the Italtile Shares traded on the JSE for the 30 (thirty) Business Days immediately preceding the Termination Date.

14. TAX LIABILITY

- 14.1 Any and all Taxes incurred or arising from –

14.1.1 any Forfeiture or Redemption of Units; or

14.1.2 any benefits otherwise accruing to the Participant in terms of or pursuant to the Trust Deed,

shall be for the account of the relevant Participant/s to whom the resulting payment or transfer will be made or to whom the relevant Tax liability is attributable, regardless of whether the relevant Tax liability is legally imposed on any Member of the Italtile Group, the Trust or the relevant Participant/s. The Trustees shall procure that each Participant signs and executes an indemnity before any Units are allocated to such Participant.

- 14.2 The Trustees shall correctly apportion any Tax liability envisaged in paragraph 14.1 above to the relevant Participants to whom payments or transfers will be made, or who will derive the relevant benefits, and the resulting payment or transfer shall, notwithstanding any provision to the contrary contained herein, be made to the Participant net of the *pro rata* amount of such Tax liability.

- 14.3 In order to pay any amount that the Trustees are obliged to account for, withhold or deduct in respect of any Taxes arising from any Forfeiture or Redemption of Units held by a Participant or any benefits otherwise accruing to such Participant pursuant to the Trust Deed and the Scheme Rules, the Trustees shall be entitled, without the prior written consent of, or notification to, such Participant, to Sell a portion of the Trust Shares linked to Units held by such Participant through the market or otherwise, unless the Board specifically directs the Trustees, in writing, to Sell such Trust Shares linked to Units held by such Participant to Italtile Ceramics for an amount equal to the Market Value thereof, in which case such Trust Shares held by, and registered in the name of, the Trust shall be sold by the Trustees to Italtile Ceramics.

15. ADJUSTMENT

- 15.1 In the event of a sub-division or consolidation of Italtile Shares, the maximum number of Trust Shares referred to in paragraph 10.1 above, shall be adjusted accordingly, so as to constitute the same proportion of the Italtile Shares as it did prior to such event. Such adjustment shall also be made to the Participants Trust Interests with reference to the same proportion of Trust Shares as that to which they were previously entitled and the number of allocated Units shall be adjusted accordingly. Italtile’s auditors shall confirm to the JSE that any such adjustment is in accordance with the Trust Deed and any such adjustment shall be reported in Italtile’s Annual Financial Statements for the year in which such adjustment is made.

- 15.2 In the event of a capitalisation issue, a special dividend, a rights issue or reduction of capital by Italtile, the maximum number of Italtile Shares that may be acquired by any Participant referred to in paragraph 10.4 above shall be adjusted accordingly, so as to constitute the same proportion of the Italtile Shares as it did prior to such event. The Italtile’s auditors shall confirm to the JSE that any such adjustment is in accordance with the Trust Deed and any such adjustment shall be reported in the Italtile’s Annual Financial Statements for the year in which such adjustment is made.

- 15.3 Trust Shares linked to Units allocated to Participants shall rank *pari passu* with the Italtile Shares for participation in all rights offers of Italtile Shares or other securities by Italtile. In the event of a rights offer by Italtile, the Trustees shall immediately notify the Participants of such rights offer and each Participant shall be entitled, but not obliged, to request the Trustees to renounce (insofar as such rights are renounceable) such rights in favour of the Participant for purposes of the Participant, in his personal capacity and not in his capacity as a Participant, following the rights accruing to Trust Shares linked to his Units. Any Italtile Shares acquired by a Participant pursuant to a rights offer as contemplated in this paragraph 15.2 shall not be Trust Shares and shall not be subject to the provisions of the Trust Deed.

- 15.4 Trust Shares linked to Units allocated to Participants shall in all respects rank *pari passu* with all issued Italtile Shares, including in respect of participation in capitalisation issues; provided that Italtile Shares allotted and issued by way of a capitalisation by Italtile in respect of Trust Shares linked to Units shall be deemed to be Trust Shares, shall be subject to the provisions of the Trust Deed and the number of Units allocated to the Participants shall be adjusted accordingly.

- 15.5 The issue of Italtile Shares as consideration for an acquisition, the issue of Italtile Shares for cash and the issue of Italtile Shares for a vendor consideration placing will not be regarded as a circumstance requiring adjustment and accordingly, no adjustment to the number of allocated Units will be made in such circumstances.

- 15.6 If a Takeover occurs or Italtile is affected by any Amalgamation or Merger prior to the expiration of any Retention Period, the Trustees and the Board will consider the interests of the Participants and shall, acting fairly, reasonably and objectively and, without limiting their discretion, may make such adjustments to the Trust Deed as they consider appropriate in the circumstances (which adjustments shall be binding on the Participants, the Trustees, Italtile and the Board, as applicable, without the need for any formal variation, but subject to the provisions of the Trust Deed) in order to –
- 15.6.1 place the Participants in a proportionally comparable position to that which they were in prior to such Takeover, Amalgamation or Merger having occurred; or
 - 15.6.2 place the Participants in a proportionally comparable position to that of the Italtile shareholders pursuant to the occurrence of a Takeover, Amalgamation or Merger.

16. AMENDMENT

The Board and the Trustees may amend the terms of the Trust Deed and/or the Scheme Rules, subject to the requisite statutory and regulatory approvals being obtained, provided that –

- 16.1 no such amendment may affect the vested rights of any Participant unless approved by 51% of the Participants who vote on the proposed amendment; and
- 16.2 no such amendment affecting any of the matters contained in paragraph 14.1 of Schedule 14 of the Listings Requirements shall be competent unless sanctioned by way of ordinary resolution of Italtile shareholders (requiring a majority of 75% majority of the votes cast in favour of such resolution by all equity securities holders of Italtile present or represented by proxy at the general meeting of Italtile to approve such resolution, excluding all the votes attaching to all equity securities owned or controlled by the Participants).



ITALTILE LIMITED

Incorporated in the Republic of South Africa
(Registration number 1955/000558/06)
Share code: ITE ISIN: ZAE000099123
("Italtile" or "the Company")

NOTICE OF GENERAL MEETING

If you are in any doubt as to what action you should take in respect of the following resolutions, please consult your CSDP, Broker, banker, attorney, accountant or other professional adviser immediately.

All terms defined in the Circular to which this notice of the General Meeting ("Notice of General Meeting") is attached shall, unless the context otherwise requires or they are otherwise defined herein, bear the same meanings herein.

Notice is hereby given in terms of section 62(1) of the Companies Act that the General Meeting of Italtile Shareholders will be conducted entirely by electronic communication and will be held at 09:00 (or immediately following the Annual General Meeting, whichever is earlier) on Friday, 11 November 2022, to consider, and, if deemed fit, to pass, with or without modification, the ordinary resolutions set out below in the manner required by the Companies Act and the Listings Requirements.

The Board has determined that, in terms of section 62(3)(a), as read with section 59 of the Companies Act, the record date for the purposes of determining which Shareholders are entitled to receive the Notice of the General Meeting is Friday, 7 October 2022.

The record date for determining which Shareholders are entitled to participate in and vote at the General Meeting is Friday, 4 November 2022. Accordingly, the last day to trade in Italtile Shares in order to be recorded in the Register and thereby be entitled to attend, participate in and vote at the General Meeting is Tuesday, 1 November 2022.

In terms of Section 63(1) of the Companies Act, before any person may attend or participate in the General Meeting, that person must present reasonably satisfactory identification and the person presiding at the General Meeting must be reasonably satisfied that the right of the person to participate in and vote at the General Meeting, either as an Italtile Shareholder, or as a proxy for an Italtile Shareholder, has been reasonably verified. Forms of identification that will be accepted include an original and valid identity documents, driver's licence or a valid passport.

In terms of Section 63(2) of the Companies Act, as read with clause 6.7(2) of the MOI, the General Meeting will be conducted entirely by electronic communication and Shareholders are referred to the Shareholders' Virtual Meeting Guide ("**Guide**"), attached as **Annexure 1 to the Notice of General Meeting**, which Guide sets out the necessary information to enable Shareholders or their proxies to access the available medium in order to participate in and vote at the General Meeting.

ORDINARY RESOLUTION NUMBER 1 – APPROVAL AND ADOPTION OF THE SCHEME

"RESOLVED THAT the Scheme embodied in the Trust Deed, which Scheme has been tabled at this General Meeting and the Trust Deed initialled by the chairperson of the General Meeting for purposes of identification, be and is hereby approved and adopted."

Explanatory note

The Trust Deed is available for inspection on the Company's website at www.italtile.com from the date of distribution of this Notice of General Meeting to Shareholders up to and including the date of the General Meeting.

The salient features of the Scheme are set out in **Annexure 1** to the Circular.

The Scheme embodied in the Trust Deed has been reviewed and approved by the JSE, the Remuneration Committee and the Directors. The Directors are unanimously of the opinion that the adoption of such Scheme will be beneficial to Italtile, the employees of the Italtile Group and Italtile Shareholders and, accordingly, recommend that Shareholders vote in favour of this Ordinary Resolution Number 1.

In terms of the Listings Requirements, a 75% (seventy-five percent) majority of the votes cast by Shareholders present or represented by proxy and entitled to vote at the General Meeting must be cast in favour of Ordinary Resolution Number 1 for it to be approved. Excluded Shareholders are precluded from voting on Ordinary Resolution Number 1.

It must be noted that Shares in the Company held by any trust or share scheme of the Company or by any subsidiary of the Company will not have their votes taken into account for the purposes of resolutions in terms of the Listings Requirements. In addition, any subsidiary of the Company will be precluded, pursuant to the provisions of section 48(2)(b)(ii) of the Companies Act, from exercising any voting rights attached to the Shares held by such subsidiary.

The reason for this Ordinary Resolution Number 1 is to obtain the approval of Shareholders to approve and adopt the Scheme embodied in the Trust Deed, which entails, *inter alia*, the Italtile Staff Share Scheme Trust having the ability, subject to the Listings Requirements and the Companies Act, to (i) acquire no more than 12 000 000 (twelve million) Shares from the Empowerment Trust at the Historic Cost Value thereof, in the circumstances contemplated in paragraph 6.1.1 of **Annexure 1** to this Circular, and (ii) dispose of Italtile Shares to Italtile Ceramics (a wholly-owned subsidiary of the Company), from time to time, for an amount equal to the Market Value thereof, in the circumstances contemplated in paragraph 7.4 (*Treatment of Dividends in respect of Trust Shares Linked to Units*), 9.1.2.2.1 (*Redemption*), 13.2.1 (*Termination of the Trust*) and 14.3 (*Tax Liability*) of **Annexure 1** to this Circular.

The effect of Ordinary Resolution Number 1 is that the Scheme embodied in the Trust Deed will be approved and adopted and consequently, the Italtile Staff Share Scheme Trust will, subject to the Listings Requirements and the Companies Act, have the ability to (i) acquire no more than 12 000 000 (twelve million) Shares from the Empowerment Trust at the Historic Cost Value thereof, in the circumstances contemplated in paragraph 6.1.1 of **Annexure 1** to this Circular, and (ii) dispose of Italtile Shares to Italtile Ceramics (a wholly-owned subsidiary of the Company), from time to time, for an amount equal to the Market Value thereof, in the circumstances contemplated in paragraph 7.4 (*Treatment of Dividends in respect of Trust Shares Linked to Units*), 9.1.2.2.1 (*Redemption*), 13.2.1 (*Termination of the Trust*) and 14.3 (*Tax Liability*) of **Annexure 1** to this Circular.

ORDINARY RESOLUTION NUMBER 2 – AUTHORITY TO SIGN DOCUMENTATION

“RESOLVED THAT, (to the extent required) each Director of Italtile, and each member of the Remuneration Committee, be and is hereby individually authorised, on behalf of Italtile, to enter into, sign and/or despatch any and all such agreements, documents and notices, as may be necessary, expedient or desirable (in each case in the opinion of such Director or such member of the Remuneration Committee), and do all such other things and procure the doing of all such things as may be necessary, for or incidental to the implementation of the Scheme, and should any such agreements, documents or notices have been signed, or any such action been taken, before the date of this resolution, such signature or action, to the extent legally permissible, be and is hereby ratified and approved.”

Explanatory note

The reason for Ordinary Resolution Number 2 is to authorise any Director or any member of the Remuneration Committee to sign all documents and do all such further acts and things as he/she may in his/her discretion consider appropriate to implement and give effect to all of the resolutions set out in this Notice of General Meeting.

The effect of Ordinary Resolution Number 2 is to authorise any Director or any member of the Remuneration Committee to sign all documents and take all actions necessary as he/she may in his/her discretion consider appropriate to implement and give effect to all of the resolutions set out in this Notice of General Meeting.

VOTING AND PROXIES

Ordinary Resolution Number 1 requires the support of more than 75% of the voting rights exercised on such resolution, to be adopted at the General Meeting. Excluded Shareholders may not vote on Ordinary Resolution Number 1. Ordinary Resolution Number 2 requires the support of a simple majority, which is more than 50% of the voting rights exercised on such resolution, to be adopted at the General Meeting.

On a poll, every Italtile Shareholder, present in person or represented by proxy, shall have one vote for every Share held or represented.

A Shareholder entitled to attend and vote at the General Meeting is entitled to appoint a proxy or proxies to attend, speak and vote (in the manner prescribed in the Circular) in his stead. A proxy need not be a Shareholder of the Company. For the convenience of registered Shareholders of the Company, a Form of Proxy is enclosed herewith.

The attached Form of Proxy is only to be completed by those Shareholders who:

- hold Certificated Shares; or
- hold Dematerialised Shares with “own name” registration.

Shareholders who hold Dematerialised Shares through a CSDP or Broker without “own name” registration and who wish to attend the General Meeting, must instruct their CSDP or Broker to provide them with the relevant letter of representation to attend the General Meeting and vote (in the manner prescribed).

If they do not wish to attend in person or by proxy, they must provide the CSDP or Broker with their voting instructions in terms of the relevant Custody Agreement entered into between them and the CSDP or Broker.

Shareholders who hold Dematerialised Shares which are registered in their name or if they are the registered holders of Certificated Shares may attend the General Meeting, alternatively, they may appoint a proxy or proxies, who need not be a Shareholder of the Company, to represent them at the General Meeting by completing the attached Form of Proxy in accordance with the instructions it contains.

Forms of Proxy must be lodged with the Transfer Secretaries Computershare Investor Services Proprietary Limited at proxy@computershare.co.za or where possible, Rosebank Towers, 15 Biermann Avenue, Rosebank, 2196, by no later than 09:00 on Wednesday, 9 November 2022. Any Shareholder who completes and lodges a Form of Proxy will nevertheless be entitled to attend and vote in person at the General Meeting. Any Form of Proxy not delivered by this time may be provided to the Chairperson of the General Meeting immediately before the appointed proxy exercises any of the Shareholder's votes thereat.

Voting at the General Meeting will be conducted electronically and Shareholders are referred to the voting instructions set out in the Guide.

Electronic Participation

The General Meeting will be conducted entirely by electronic communication and accordingly, Shareholders or their proxies will be entitled to participate in the General Meeting electronically. All necessary information as to how to access and utilise the online facility in order to participate electronically in the General Meeting is set out in the Guide.

Any costs incurred by Shareholders or their proxies in accessing and utilising the online facility in order to participate electronically in the General Meeting will be for the sole account of such Shareholders or their proxies.

Identification

Accordingly, in accordance with the provisions of section 63(1) of the Companies Act, all meeting participants, which include proxies, will be required to provide reasonably satisfactory identification in order to participate in and vote at the General Meeting. In this regard, Shareholders or their proxies are referred to the verification requirements set out in the Guide.

By order of the Board

E J Willis

Company Secretary

Johannesburg

Friday, 14 October 2022

Registered office

The Italtile Building

Corner William Nicol Drive and Peter Place

Bryanston, 2021

(PO Box 1689, Randburg, 2125)

Transfer Secretaries

Computershare Investor Services Proprietary Limited

Rosebank Towers

15 Biermann Avenue

Rosebank, 2196

(Private Bag X9000, Saxonwold, 2132)

SHAREHOLDERS' VIRTUAL MEETING GUIDE

Participating in the General Meeting electronically

The General Meeting will be conducted entirely by electronic communication and will be held at 09:00 (or immediately following the Annual General Meeting, whichever is earlier) on Friday, 11 November 2022. You will be able to participate online, using your smartphone, tablet or computer.

You will be able to listen to a live webcast of the virtual General Meeting, ask the Board questions and submit your votes in real time.

THE LUMI GENERAL MEETING PLATFORM

Meeting ID: **176-275-438**

To login you must have your Username and Password which you will receive from **smartagm-sa@lumiengage.com** after registering on **<https://smartagm.co.za>**

You will be able to log into the site from 09:00 on 11 November 2022.

To access the platform, you will need to visit:

<https://web.lumiagm.com>

on your smartphone, tablet or computer. You will need the latest versions of Chrome, Safari, Edge or Firefox. Please ensure your browser is compatible.

ACCESS

Once you have entered **web.lumiagm.com** into your web browser, you'll be prompted to enter the **Meeting ID 176-275-438**

To login as a Shareholder, select '**I am a Shareholder**'.

You will then be required to enter your:

- o **Username**; and
- o **Password**.

If you are a Guest, select '**I am a Guest**'.

As a Guest, you will be prompted to complete all the relevant fields including first name, last name and email address.

NAVIGATION

When successfully authenticated, the info screen will be displayed.

You can view Company information, ask questions, view relevant documents and watch the webcast.

If you would like to watch the webcast on smaller devices select the broadcast icon at the bottom of the screen in the broadcast band.

If viewing on a computer, the webcast will appear at the side automatically once the meeting has started.

VOTING

Once the voting has opened, the polling icon will appear on the navigation bar at the top of the screen. From here, the resolutions or motions and voting choices will be displayed.

To vote, simply select your voting direction from the options shown on screen. A confirmation message will appear to show your vote has been received.

If you wish to change your mind, simply select an alternate choice while the voting is open or select cancel if you wish to cancel your vote.

Once opened, voting can be performed at anytime during the meeting until the Chairman closes the voting on the resolutions.

At that point your last choice will be submitted.

You will still be able to send messages and view the webcast while voting is open.

QUESTIONS

Any shareholder or appointed proxy attending the meeting is eligible to ask questions.

Guests may not ask questions.

To ask a question, select the messaging icon at the top of the screen.

Type your message within the chat box at the bottom of the messaging screen and then press send.

