

SIHPL Filing Instruction

Contractual Claimants under the Section 155 Proposal

Part 1. Terms and Conditions

These Terms and Conditions govern this SIHPL Filing Instruction. You must read these Terms and Conditions in detail and consider seeking **independent legal advice** prior to completing the SIHPL Filing Instruction.

1.1 Agreement with the terms

By submitting this SIHPL Filing Instruction, you are bound by the terms of this SIHPL Filing Instruction as of the date of this SIHPL Filing Instruction, as included in these Terms and Conditions and all Parts of this SIHPL Filing Instruction.

1.2 Applicability of the Section 155 Proposal

The completion and submission of this SIHPL Filing Instruction is a requirement under the Section 155 Proposal. Terms used but not defined in this SIHPL Filing Instruction will have the meaning given to them in the Section 155 Proposal. A list of most used definitions is provided in Part 2 of this SIHPL Filing Instruction.

1.3 No transfer or assignment

By signing and submitting this SIHPL Filing Instruction, you agree and acknowledge that as of the date of submission of this SIHPL Filing Instruction you shall not assign or transfer any rights or obligations in relation to or arising from your claims and the Section 155 Proposal, and any such rights or obligations are incapable of being transferred or assigned.

1.4 Electronic communication

By submitting this SIHPL Filing Instruction, you authorise the Claims Administrator to communicate with you only electronically via the email address provided below for all future communications in connection with this SIHPL Filing Instruction, your claims under the Section 155 Proposal and the Section 155 Proposal itself.

1.5 Completed SIHPL Filing Instruction required

This SIHPL Filing Instruction must be completed, filled out in whole and signed before submission. Blank forms will not be accepted. Please ensure this SIHPL Filing Instruction is duly signed in Part 11 hereof.

1.6 Change to details provided

To the extent the contact or bank details provided herein change, you must immediately provide an update to the Claims Administrator via email at info@SteinhoffSettlement.com.

Failure to do so is at your risk and expense. You bear the risk that any details provided in this SIHPL Filing Instruction are incorrect.

1.7 Governing law

This SIHPL Filing Instruction is governed by South African law.

Part 2. Most used definitions

“Bar Date” means the date falling three months after the Settlement Effective Date;

“claim” means a claim of any nature, whether present or future, whether actual, prospective or contingent, whether in existence now or coming into existence at some time in the future (including those which arise upon a change in the relevant law), whether known or unknown and whether contemplated or not, including (without limitation):

- (i) any and all claims, rights, demands and causes of action, including in respect of any Liabilities, obligations or losses and whether arising in equity or under common law or statute or by reason of breach of contract, breach of trust or in respect of any tortious or negligent act or omission (whether or not loss or damage caused thereby has yet been suffered), or in restitution or by way of proprietary claim or otherwise;
- (ii) claims for, among other things, the enforcement of any right to, or any Liability in respect of a right to:
 - a. seek or enforce judgment;
 - b. exercise any remedy (for damages or otherwise), indemnity and contribution, whether for losses (including consequential loss, economic loss, loss of bargain, loss of value, or other losses computed by reference to value which may have been available had an obligation been duly performed in a timely manner, or otherwise), costs, charges and expenses of any nature;
 - c. seek the filing of papers, or the production, disclosure or discovery of any document or thing; or
 - d. apply any set-off, netting, withholding, combination of accounts or retention or similar rights in respect of any claim or any Liability; and
- (iii) a claim of any nature arising out of or in relation to any negligent, reckless, intentional, dishonest or fraudulent act or omission;

“Claims Administrator” means a globally recognised claims administrator initially appointed by SIHNV and SIHPL (to be replaced by SRF as sole counterparty of the claims administrator after the incorporation of SRF) to act independently from the parties to the SRF Settlement Documents (as defined in the SRF and Claims Administration Conditions)

(except for the SRF) and to assist the SRF with the implementation of the SRF Settlement Documents;

“Contractual Claim” means a claim held by a Contractual Claimant;

“Contractual Claimants” means collectively -

- i. Litigation claimants, which (i) instituted claims against SIHPL prior to 5 December 2020, in respect of arms-length negotiated contractual arrangements under which shares in other enterprises were sold or transferred by such claimants or their related parties to SIHPL, (ii) received consideration directly from SIHPL by way of issuance, or transfer, of SIHPL Shares and (iii) whose details are set out in Annexure F to the Section 155 Proposal, including the relevant Titan Claimants; and
- ii. Mayfair in respect of the Mayfair Claim;

“Contractual Claims Valuation Methodology” has the meaning ascribed thereto in clause 15.1 of the Section 155 Proposal;

“Financial Creditors” means the beneficiaries of the SIHPL CPU;

“Liabilities” means all liabilities, duties and obligations of every description, whether known or unknown, whether deriving from contract, common law, case law, legal provisions, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed and whether owed or incurred severally or jointly or as principal or surety, and including arising out of or in relation to any reckless or fraudulent act or omission, and **“Liability”** means any one of them;

“PPH Shares” means shares in Pepkor Holdings Limited;

“Scheme Creditors” has the meaning ascribed thereto in the Section 155 Proposal;

“Section 155 Meeting” means the meeting, or meetings, of Scheme Creditors, as the case may be, to be convened in accordance with section 155(6) of the South African Companies Act (2008), as may be adjourned from time to time. The date(s) of the meeting(s) will be announced on www.steinhoffsettlement.com;

“Section 155 Proceedings” means compromise proceedings under section 155 of the South African Companies Act 71 of 2008, which will broadly be used to implement the settlement of claims by specified classes of creditors against SIHPL;

“Section 155 Proposal” means the proposal made by SIHPL pursuant to section 155 of the Companies Act No. 71 of 2008 (as amended) to certain of its claimants falling within the definition of Scheme Creditors as set out therein;

“SIHNV Composition Plan” means the draft composition plan (in Dutch: *“ontwerpakkkoord”*) originally dated 15 February 2021, substantially in the form as submitted by SIHNV together with its application for the SoP Proceedings dated 15

February 2021 and as may be amended until the court hearing scheduled pursuant to Section 255(1)(2°) of the Dutch Bankruptcy Act (in Dutch: "*Faillissementswet*");

"SIHPL CPU" means the contingent payment undertaking agreement dated on or about 12 August 2019 and as amended by an "Amendment Deed" dated 21 August 2019, between SIHPL and Global Loan Agency Services Limited in respect of the facility agreement between, amongst others, Steenbok Lux Finco 1 Sarl and Global Loan Agency Services Limited in respect of the €465,000,000 4% guaranteed convertible bonds dated 23 November 2015, as amended from time to time, originally made between SFH (as borrower) and SIHNV and SIHPL as guarantors, due 2021 and the €1,116,300,000 1.25% guaranteed convertible bonds dated 23 November 2015, as amended from time to time, originally made between SFH (as borrower) and SIHNV and SIHPL as guarantors, due 2022;

"SIHPL Shares" means ordinary shares in the capital of SIHPL listed on the JSE; and

"SIHPL Market Purchase Claimants" has the meaning ascribed thereto in the Section 155 Proposal;

"MPC Relevant Claim" has the meaning ascribed thereto in the Section 155 Proposal;

"SRF" means the Stichting Steinhoff Recovery Foundation, a Dutch foundation (in Dutch: "*stichting*") to be established by SIHNV.

Part 3. Filing instructions

Reference is made to the Section 155 Proposal.

The key terms of the Section 155 Proposal may be summarised as follows:

1. The Section 155 Proposal contemplates a compromise between SIHPL and Scheme Creditors, defined in the Section 155 Proposal, and who are envisaged to be settled in accordance with the terms of the Section 155 Proposal.
2. The Section 155 Proposal shall become effective if (i) it is adopted by the statutory required majorities of the Scheme Creditors of SIHPL that participate in the filing and voting procedures; (ii) it is thereafter approved and sanctioned on a final and non-appealable basis by the High Court of South Africa as contemplated in section 155(7) of the Companies Act; and (iii) all of the Suspensive Conditions (as defined in Annexure A to the Section 155 Proposal) applicable to the Section 155 Proposal are satisfied. Following the Section 155 Proposal becoming effective, compromises will become effective and distributions will be made to the Scheme Creditors who are entitled thereto in accordance with the provisions of the Section 155 Proposal. If the Section 155 Proposal does not become effective, it shall be of no legal force or effect, shall not constitute a compromise of any claims of Scheme Creditors, and shall not constitute an offer of any kind on the part of the Company capable of acceptance by Scheme Creditors.
3. Scheme Creditors comprise what are defined in Annexure A to the Section 155 Proposal as –
 - the Contractual Claimants;
 - the Financial Creditors; and
 - the SIHPL Market Purchase Claimants,

who are envisaged to be settled in accordance with the terms of the Section 155 Proposal.

4. The Section 155 Proposal shall be put to a vote at a virtual meeting or meetings, convened for such purpose.
5. The Section 155 Proposal does not constitute, on any basis whatsoever, an admission of any liability on the part of SIHPL towards any party that has instituted legal proceedings against SIHPL, or intends to institute such legal proceedings or has threatened to institute such legal proceedings or who may assert a claim of whatsoever nature and howsoever arising, in legal proceedings.

If you meet the definition of a Contractual Claimant under the Section 155 Proposal, please carefully read the following instructions and sign and submit this SIHPL Filing Instruction,

as you may be entitled to participate in the distributions proposed to be paid under the Section 155 Proposal.

If anything in this SIHPL Filing Instruction or the Section 155 Proposal is unclear, please refer to the Frequently Asked Questions on the website: www.SteinhoffSettlement.com.

Further information, including the Section 155 Proposal (which includes all relevant definitions) and all other relevant definitions and other documents can be found at www.SteinhoffSettlement.com.

1.1 Do not submit a SIHPL Filing Instruction if you do not have a claim

To the extent you do not have a claim eligible for compensation, please do **NOT** submit a SIHPL Filing Instruction. False, non-existent and fraudulent claims may be reported to the relevant authorities.

1.2 Timely submission of the SIHPL Filing Instruction including documents

To the extent that you do not submit your completed SIHPL Filing Instruction before the date which is 5 business days prior to the Meeting, please ensure that you have submitted your completed SIHPL Filing Instruction along with the required documentation by no later than the Bar Date. Failure to submit the SIHPL Filing Instruction on time may lead to the rejection of your claim, which means you will not receive any compensation for your claim.

1.3 Filing in respect of the Section 155 Proposal

The completed SIHPL Filing Instruction will be used to determine whether you qualify as a Contractual Claimant (in which case you may be eligible to submit your claims for compensation against SIHPL in the Section 155 Proceedings) Please refer to the Section 155 Proposal for the relevant provisions: www.SteinhoffSettlement.com.

1.4 Based on the completed SIHPL Filing Instruction your claim will be submitted in the Section 155 proceedings if it is filed before the relevant deadline

The Claims Administrator will file your claim in the Section 155 Proceedings on the basis of the SIHPL Filing Instruction below. You may also elect whether you wish to attend the virtual Section 155 Meeting personally and vote at that meeting or appoint a proxy to attend and vote on your behalf.

1.5 Rejection of claims if supporting evidence is not sufficient or defects are not remedied

You will not be entitled to any compensation and your claim(s) may be rejected if you do not submit your claims with sufficient supporting information and documentary

evidence **on or before the Bar Date** and/or do not timely remedy any defects (which will be notified by the Claims Administrator).

For these purposes, supporting information and documentary evidence shall not be sufficient if it is incomplete or incorrect in any material respect, as determined by the Claims Administrator.

1.6 Submission of your completed SIHPL Filing Instruction

Once you have completed your SIHPL Filing Instruction, please sign in the space provided at the end of the SIHPL Filing Instruction and submit the SIHPL Filing Instruction accompanied with copies of all the supporting documentation by emailing Institutions@SteinhoffSettlement.com, with the subject line "SIHPL Filing Instruction: Contractual Claimants – [CLAIMANT'S FULL NAME]".

You will receive a confirmation of your submission once completed. If you do not receive such confirmation, please contact the Claims Administrator using the contact details provided below.

1.7 Submission by post

In the event you cannot submit your SIHPL Filing Instruction by email, the Claims Administrator can accept submission by (only) regular mail. If you file a SIHPL Filing Instruction by postal services, you accept and agree that you bear any risk related thereto (including, but not limited to, the risk that the submission is received after any applicable deadline). Please contact the Claims Administrator using the contact details immediately below for further details:

Email: info@SteinhoffSettlement.com

Toll-free US number: +1 866-559-7591

UIFN toll-free International number: +49 (0) 800-2667-8831

Toll-free South Africa number: +27 (0) 860 024 737

Lines are open weekdays between 8am and 4:30pm SAST.

1.8 Contractual Claimants with MPC Relevant Claims

Kindly note that this SIHPL Filing Instruction is to be used only by Contractual Claimants in connection with their Contractual Claims. If you are a Contractual Claimant who also has an MPC Relevant Claim, please use the separate Online Claim Form available at www.SteinhoffSettlement.com in order to submit such MPC Relevant Claim and participate in the settlement payments relating thereto.

1.9 Any questions?

You will find further information, including the Section 155 Proposal and all relevant definitions and documents at the case website www.SteinhoffSettlement.com.

If you have any questions about this SIHPL Filing Instruction, please take a look at our frequently asked questions page or contact the Claims Administrator directly at info@SteinhoffSettlement.com.

Part 4. Expected timetable of the key events

Below you will find the relevant dates in respect of the Section 155 Proceedings. Please bear these dates in mind when completing your SIHPL Filing Instruction. These dates can be subject to change.

The SIHPL Filing Instruction must be submitted ultimately on or before the Bar Date.

IMPORTANT NOTE regarding the voting process and the appointment of proxies under the Section 155 Proposal:

- In the SIHPL Filing Instruction, claimants may elect whether they wish to attend and vote at the meeting personally or whether they wish to appoint a proxy to do so on their behalf. If claimants elect to appoint a proxy, they must instruct the proxy to either vote in favour or against the Section 155 Proposal or to abstain from voting.
- The voting proxy may be revoked at any time prior to the Section 155 Meeting, in which event the claimant in question may either –
 - submit a fresh proxy (provided it is submitted 96 hours prior to the Section 155 Meeting) and in this respect claimants are asked to contact the Claims Administrator for further information; or
 - register for and attend the Section 155 Meeting personally.
- Submitting a proxy does not preclude the claimant in question from subsequently deciding to attend the Section 155 Meeting and vote on the Section 155 Proposal personally. In this event, the claimant in question must advise the Claims Administrator at least 96 hours prior to the Section 155 Meeting that the relevant proxy should be disregarded and that the claimant wishes to register to attend the Section 155 Meeting personally.

Event	Time and/or date
Deadline for submission of the SIHPL Filing Instruction if you wish to attend and vote at the Section 155 Meeting (Note: you will still be entitled to submit a SIHPL Filing Instruction after this date, but only for purposes of receiving payment)	5 business days prior to the Section 155 Meeting
Deadline for submission of a proxy	96 hours prior to the Meeting

Event	Time and/or date
Section 155 Meeting	To be announced on www.steinhoffsettlement.com
Settlement Effective Date	The date on which the "Conditions Precedent" (as defined in the SIHNV Composition Plan) and all "Suspensive Conditions" (as defined in the Section 155 Proposal) are fulfilled, such date to be published by way of a press release on SIHNV's website
Bar Date	The date falling three months after the Settlement Effective Date, calculated from the Settlement Effective Date
Payment to Contractual Claimants	As soon as reasonably practicable after the Settlement Effective Date

Part 5.A. Claimant Identification: guidance

Please use this Part 5 of the SIHPL Filing Instruction to list the claimant's name, mailing address, and relevant account information.

If your claimant identification information changes, please immediately notify the Claims Administrator in writing via info@SteinhoffSettlement.com.

Part 5.B. Claimant Identification

Last Name (beneficial owner)

First Name (beneficial owner)

Legal Entity Name (if claim is filed on behalf of a legal entity)

Representative Name (in the case of a representative)

Address Line 1

Address Line 2

City

Province/State

Postal Code

Country

South African Resident for exchange control purposes (see Authorised Dealer Manual if in doubt)

Yes

No

Email Address

Confirm Email Address

Phone Number (incl. country code)

If you received the claims via transfer or assignment by another party:

If you were not the party who originally acquired the SIHPL Shares, but received this claim via transfer or assignment by another party, you **MUST** provide details and documentary evidence (i.e. the assignment agreement) of that assignment. On the basis of that information, the Claims Administrator can review your claim and check, for example, that the claim has been validly assigned and the claim has not been submitted by the assignor as well.

Name of Assignor

Date of transfer/assignment

Please include acceptable proof as an attachment to the email under cover of which you submit this SIHPL Filing Instruction. Required documentation may be in .jpg,.jpeg,.tif,.tiff,.gif,.png,.pdf format only and should not exceed 10 MB total per attachment across all files and a maximum of 5 files may be attached.

Identity documents

Please attach the following identity document(s), as applicable:

- i. For natural persons (i.e. individuals): colour photocopy of your identity book/card or passport;
- ii. For corporate entities: photocopies of registration/incorporation documents
- iii. For trusts: photocopies of the trust deed and the letters of authority of trustees

Please include the acceptable identity document(s) as an attachment to the email under cover of which you submit this SIHPL Filing Instruction. Required documentation may be in .jpg,.jpeg,.tif,.tiff,.gif,.png,.pdf format only and should not exceed 10 MB total per attachment across all files and a maximum of 5 files may be attached.

(For representatives only) Evidence of authority to submit a claim.

If you are acting in a representative capacity on behalf of the Contractual Claimant, for example as an attorney, counsel, agent, trustee, guardian, executor or other representative, you must submit evidence of your valid authority to act on behalf of that Contractual Claimant. Such evidence would include, for example, letters of testamentary authority (executorship), letters of administration, or a copy of the trust documents, powers of attorney, service agreements or other documents which evidence your authority to submit the claim. Please also indicate your representative capacity under your signature at the end of this SIHPL Filing Instruction.

Please include evidence of your valid authority to act on behalf of the Contractual Claimant as an attachment to the email under cover of which you submit this SIHPL Filing Instruction. Required documentation may be in .jpg,.jpeg,.tif,.tiff,.gif,.png,.pdf format

only and should not exceed 10 MB total per attachment across all files and a maximum of 5 files may be attached.

Part 6.A. Compensation Payment Information: guidance

In the event that you are eligible to receive compensation under the Section 155 Proposal, you will receive payment of the compensation as soon as reasonably practicable after the Settlement Effective Date. The payment will be transferred to your bank account (in respect of a cash payment) or securities account (in respect of a payment in shares, if applicable) in accordance with the details provided by you in this Part 6. You bear the risk that the payment / account details are incorrect. You can only provide one bank account and one securities account.

Please note that payments will be made in South African Rand (ZAR), in accordance with the Section 155 Proposal. If you are: (i) entitled to receive a cash payment in ZAR; and (ii) a South African resident, your ZAR cash payment can only be made into a South African bank account.

IMPORTANT NOTE TO OVERSEAS CLAIMANTS

THE PPH SHARES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR UNDER THE RELEVANT SECURITIES LAWS OF ANY STATE OR TERRITORY OR OTHER JURISDICTION OF THE UNITED STATES AND WILL NOT BE LISTED ON ANY STOCK EXCHANGE IN THE UNITED STATES. THE PPH SHARES ARE EXPECTED TO BE DISTRIBUTED TO CLAIMANTS IN THE UNITED STATES IN RELIANCE UPON THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT PROVIDED BY SECTION 3(A)(10) THEREOF, OR PURSUANT TO ANOTHER EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

OTHER OVERSEAS CLAIMANTS SHOULD CONSULT THEIR INDEPENDENT PROFESSIONAL ADVISERS AS TO WHETHER THEY REQUIRE ANY GOVERNMENTAL OR OTHER CONSENTS OR NEED TO OBSERVE ANY OTHER FORMALITIES TO ENABLE THEM TO RECEIVE THE PPH SHARES TO WHICH THEY ARE ENTITLED UNDER THE SECTION 155 PROPOSAL. IF A CLAIMANT IS IN ANY DOUBT AS TO HIS/HER/ITS ELIGIBILITY TO RECEIVE PPH SHARES THEY SHOULD CONTACT THEIR INDEPENDENT PROFESSIONAL ADVISER IMMEDIATELY.

Part 6.B. Compensation Payment Information

Payment in cash

PLEASE NOTE THAT YOU SHOULD PROVIDE DETAILS OF A SOUTH AFRICAN BANK ACCOUNT TO THE EXTENT YOU ARE A SOUTH AFRICAN RESIDENT AND ARE ENTITLED TO RECEIVE A PAYMENT IN ZAR.

Select one: IBAN

Bank Account Number

Bank Identifier Code (BIC)

Account Holder Name

Bank Name

ABA/Sort Code (only applicable to US and UK/Irish banks)

For Further Credit (FFC) Account Name (if applicable)

FFC Account Number (if applicable)

Correspondent's Bank (if applicable)

Correspondent's Bank SWIFT (if applicable)

Correspondent's Bank Account Number (if applicable)

Payment in shares

PLEASE NOTE THAT THE PPH SHARES CAN ONLY BE TRANSFERRED DIRECTLY TO THE CLAIMANT OR TO A NOMINEE REGISTERED WITH STRATE PROPRIETARY LIMITED. Please indicate whether you have a South African Central Securities Depository ("**CSD**") participant or brokers account and, if so, please provide the relevant account details below.

Yes, I have a South African CSD participant or brokers account (please provide relevant details below)

No, I do not have a South African CSD participant or brokers account

Issuer Name

ISIN Number

JSE Code

CSDP Name

CSDP BP ID

CSA Account No. Held at State

Client Name

Client Safe Keeping Account Number (SCA)

CSDP/Broker Contact Name

CSDP/Broker Telephone Number

If you answered "No" to the above, a securities account will be opened for you with the Computershare Central Securities Depository Participant ("**CSDP**") by default. This will enable you to receive your allotted PPH Shares. However, please note that you will **not** be permitted to trade (i.e. sell or transfer) in such PPH Shares until you have provided all relevant documentation requested by the CSDP. Upon allocation of the PPH Shares, the CSDP will communicate with you via the email address provided in this Claim Form in order to obtain the required documentation. **If you do not provide the documentation requested by the CSDP, you may not be able to trade your PPH**

Share entitlement, nor will you be entitled to receive a greater portion of your settlement consideration in cash.

By clicking "No", you are deemed to have:

- i. read and agreed to Computershare's Terms and Conditions, available [here](#);
- ii. consented to being contacted by the CSDP for the purposes of completing the relevant formalities; and
- iii. (for institutional investors only) acknowledged and agreed that there may be a fee associated with the opening of an account on your behalf, which will be borne solely by you.

(For institutional investors only) If you answered "No, I do not have a securities account" to the above, please specify the contact name and telephone number of the broker that you wish to appoint:

Broker Contact Name

Broker Telephone Number

Note: if you are a retail investor, Computershare will appoint a broker on your behalf by default.

Any and all risks relating to the correctness and accuracy of the indication provided by you on whether or not you are eligible and (if applicable) whether or not you have a South African CSD participant or brokers account, and any and all risks relating to you otherwise not timely and/or fully complying with this Part 6, are for your account.

Part 7.A. Filing instructions: guidance

The Section 155 Proposal will be put to a vote at a virtual Section 155 Meeting. If you qualify as a Scheme Creditor, you may be eligible to cast your vote in respect of the Section 155 Proposal at the virtual Section 155 Meeting.

If (i) you submit this SIHPL Filing Instruction to the Claims Administrator not less than 5 business days prior to the Section 155 Meeting and (ii) the Claims Administrator initially determines that you qualify as a Scheme Creditor, you also instruct the Claims Administrator to incorporate your claim in the report to be submitted by the Claims Administrator to the chairperson of the virtual Section 155 Meeting for admission in the Section 155 Proposal. This will be referred to as the "**SIHPL Filing Instruction**".

In the SIHPL Filing Instruction, you can elect whether you wish to attend the virtual Section 155 Meeting personally and vote at that Section 155 Meeting or to appoint a proxy (such as the chairperson of the virtual Section 155 Meeting) to attend the virtual Section 155 Meeting and vote on your behalf. If you choose to provide a proxy to the chairperson, you must instruct the chairperson to vote either in favour of or against the Section 155 Proposal (or abstain from voting) on your behalf. This voting proxy can be revoked prior to the Section 155 Meeting.

If you do not fill out the voting proxy but do wish to give a proxy to someone else to vote on your behalf at the virtual Section 155 Meeting, you can still submit a separate proxy until 96 hours prior to the Section 155 Meeting. Please contact the Claims Administrator for more information in this case.

If you do not wish to instruct the chairperson of the virtual Section 155 Meeting or a third party to vote on your behalf, you may participate in the virtual Section 155 Meeting yourself. In this case, SIHPL and/or the Claims Administrator on its behalf will send you an invitation to participate in the virtual Section 155 Meeting in respect of the Section 155 Proposal.

You can find further information on how to participate in the virtual Section 155 Meeting at: www.steinhoffsettlement.com.

Part 7.B. SIHPL Filing Instruction

Please note that this part only applies to the extent you filed your SIHPL Filing Instruction and Supporting Documentation prior to the relevant deadline for submission of the SIHPL Filing Instruction if you wish to attend and vote at the Section 155 Meeting.

SIHPL Filing Instruction:

- i. By signing and submitting this SIHPL Filing Instruction, I (we) submit my (our) claims with the chairperson of the virtual Section 155 Meeting.
- ii. To the extent, as determined after the initial review of the Claims Administrator, I (we) qualify as a Contractual Claimant, I (we) appoint and instruct the Claims Administrator to incorporate my (our) eligible claim(s) in the report to be submitted by the Claims Administrator to the chairperson of the virtual Section 155 Meeting for admission in the Section 155 Proposal, where applicable for the value as initially determined (for the purposes of the Section 155 Meeting only) by the Claims Administrator, and take all necessary actions in relation thereto.

IF YOU DO NOT WISH TO APPOINT A PROXY, PLEASE SELECT 'NO PROXY'

- i. I (we) appoint and instruct:
 - i. the chairperson of the virtual Section 155 Meeting;
 - ii. a third party, namely:
 - iii. no proxy

ONLY IF YOU ELECTED TO PROVIDE A PROXY TO THE CHAIRPERSON, SELECT ONE OF THE FOLLOWING CHOICES, OTHERWISE YOU OR THE ELECTED THIRD PARTY ON YOUR BEHALF CAN PARTICIPATE IN THE SECTION 155 MEETING

to do any of the following actions at the virtual Section 155 Meeting on my (our) behalf:

- a. vote **IN FAVOUR** of the Section 155 Proposal on the basis of the eligible claim(s) filed with the Claims Administrator;
- b. vote **AGAINST** the Section 155 Proposal on the basis of the eligible claim(s) filed with the Claims Administrator; or
- c. **Abstain** from voting with respect to the Section 155 Proposal on the basis of the eligible claim(s) filed with the Claims Administrator,

and to do all such things concerning the respective claim(s) that it may deem necessary in respect of the above actions.

Conditions of the Filing Instructions

By providing this SIHPL Filing Instruction to the Claims Administrator, as applicable, I (we):

- i. accept that I am (we are) bound by such SIHPL Filing Instruction, as applicable;

- ii. to the extent a voting proxy is provided, accept that the party appointed may exercise the voting actions stipulated by the proxy with respect to the then current version of the Section 155 Proposal, including in the event the Section 155 Proposal is amended before the virtual Section 155 Meeting, to the extent the voting proxy has not been revoked;
- iii. only to the extent I (we) qualify as a Contractual Claimant, as established after the initial review of the Claims Administrator:
 - a. accept that the value of the Contractual Claims will be determined in accordance with the Contractual Claims Valuation Methodology only for the purposes of the Claims Administrator executing the SIHPL Filing Instruction and will be as recorded in the relevant part of Annexure F of the Section 155 proposal relating to my Contractual Claim(s);
 - b. authorise the Claims Administrator to disclose full details of the name, full legal entity name (if applicable) and all other relevant information required in order to submit the Contractual Claim(s) to the chairperson of the virtual Section 155 Meeting; and
 - c. to the extent the voting proxy is provided:
 - i. accept that I (we) will be represented at the virtual Section 155 Meeting by proxy granted to the party appointed in the voting proxy;
 - ii. accept that the party appointed in the voting proxy will cast the votes at the virtual Section 155 Meeting in respect of the Section 155 Proposal by proxy on my (our) behalf in respect of my (our) Contractual Claim(s);
- iv. accept that the party appointed in the voting proxy will cast the votes at the virtual Section 155 Meeting in respect of the Section 155 Proposal by proxy on my (our) behalf;
- v. agree and acknowledge that the SIHPL Filing Instruction is governed by the laws of South Africa.

Part 8.A. Representations: guidance

In order for the Claims Administrator to be able to accurately assess your claim and to rely on the information submitted by you, you need to make certain representations and warranties as set out in this Part 8.

Part 8.B. Representations

By signing and submitting this SIHPL Filing Instruction, I (we) make the following representations and warranties to the Claims Administrator on the date of this SIHPL Filing Instruction in each case by reference to the facts and circumstances existing on such date. I (we) give each of the following representations and warranties:

- i. (in the case of natural persons) I (we) have full legal capacity, have been declared of age and otherwise have full contractual capacity in respect of the execution of this SIHPL Filing Instruction and have not been (i) placed under curatorship or tutelage (as applicable), (ii) been declared bankrupt or insolvent and am (are) not subject to a debt rescheduling or (iii) subjected to any analogous proceedings in any jurisdiction and the administration over my (our) assets has not been entrusted to another person;
- ii. (in the case of legal persons) it is duly incorporated (if a corporate person) or duly established (in any other case) and validly existing under the law of its jurisdiction of incorporation or formation;
- iii. (in the case of legal persons) it has not had its assets placed under administration and has not been (i) dissolved, merged, deregistered or split up, (ii) subjected to any one of the insolvency proceedings listed in Annex A to Regulation (EU) 2015/848 on insolvency proceedings (recast) or any insolvency proceedings under the Insolvency Act 24 of 1936 as read with the Companies Act 71 of 2008 and Chapter XIV of the Companies Act 61 of 1973 or any analogous proceedings in any jurisdiction, including bankruptcy and moratorium or (iii) liquidated (whether provisionally or finally) or deregistered or placed under business rescue or any analogous proceedings;
- iv. the obligations expressed to be assumed by me (us) in terms of this SIHPL Filing Instruction are legal, valid, binding and enforceable;
- v. the entry into and performance by me (us) of this SIHPL Filing Instruction and the transactions contemplated under it do not and will not conflict with any law or regulation applicable to my (our) constitutional documents (if applicable);
- vi. I (we) have the power to enter into, perform and deliver, and have taken all necessary action to authorise the entry into, performance and delivery of this SIHPL Filing Instruction and the transactions contemplated by this SIHPL Filing Instruction and the Section 155 Proposal and such authorisation is valid, complete and in full force and effect as of the date of this SIHPL Filing Instruction;

- vii. all authorisations required for the performance by me (us) of this SIHPL Filing Instruction and the transactions contemplated under it have been obtained or effected and are in full force and effect;
- viii. I (we) have not entered into any side agreements with any Released Party (as defined in the Section 155 Proposal) or related third party;
- ix. the claims in relation to which I (we) are submitting this SIHPL Filing Instruction are not encumbered (including, but not limited to, by any claim, charge, mortgage, lien, restriction, assignment, option, equitable right, power of sale, pledge, hypothecation, security interest, usufruct, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing), and there is no attachment levied on those claims, in such way that I (we) cannot (or an assignor, if applicable, could not) freely make use of my (our) claim(s) as envisaged in this SIHPL Filing Instruction; and
- x. the statements made in this SIHPL Filing Instruction and the documents accompanying it are complete, true and accurate.

Part 9. Processing of Personal Data

1. **Steinhoff International Holdings N.V. ("SIHNV")**, a company incorporated under the laws of the Netherlands, registered with the Dutch Trade Register under number 63570173, and with its registered address at Building B2, Vineyard Office Park, corner of Adam Tas and Devon Valley Road, Stellenbosch, Western Cape, South Africa, and
2. **Steinhoff International Holdings (Pty) Ltd ("SIHPL")**, a company incorporated under the laws of South Africa, registered under number 1998/003951/07, and with its principal place of business at Building B2, Vineyard Office Park, corner of Adam Tas and Devon Valley Road, Stellenbosch, Western Cape, South Africa,

both acting as joint controllers,

have appointed the Claims Administrator for the processing of the personal data (i.e. any information relating to you as an identified or identifiable individual) that you include in this SIHPL Filing Instruction for the purpose of the Steinhoff Group Settlement in which you want to participate (the "**Personal Data**").

As from the date on which the SIHNV Composition Plan and the Section 155 Proposal will become effective (the "**Settlement Effective Date**"), the Stichting Steinhoff Recovery Foundation (SRF), a foundation (to be) incorporated under the laws of the Netherlands and registered with the Dutch trade register, acting as (independent) controller, will take over from SIHNV and SIHPL and become controller of the processing of the Personal Data by the Claims Administrator while SIHNV and/or SIHPL will continue processing the Personal Data solely to the extent necessary in the context of the (execution and implementation of the) Steinhoff Group Settlement.

The Personal Data will be processed as referred to above in accordance with the EU General Regulation on Data Protection (2016/679) (the "**GDPR**") and the Dutch GDPR Implementation Act (*Uitvoeringswet Algemene Verordening gegevensbescherming*) as well as Section 14 of the Constitution of South Africa and the South African Protection of Personal Information Act 4 of 2013 and the Regulations Relating to the Protection of Personal Information, 2018 – GN R1383/2018 and the UK Data Protection Act 2018 and any other relevant data protection legislation as may be applicable (jointly the "**Data Protection Regulations**").

Purposes and legal basis of the processing of the Personal Data

SIHNV and SIHPL jointly until the Settlement Effective Date and SRF thereafter will process the Personal Data for the purposes of administering, assessing and settling claims in the context of the Settlement Fund (as defined in the SRF and Claims Administration Conditions).

Such processing of the Personal Data shall take place pursuant to the legitimate interests of SIHNV and SIHPL as well as of SRF after the Settlement Effective Date, as a legal basis, such legitimate interest being to execute and implement the terms of the SIHNV Composition Plan and the Section 155 Proposal as required by the District Court of Amsterdam, the High Court of South Africa, Western Division, Cape Town, as well as any

other relevant jurisdictions (as applicable). Such legitimate interest has been assessed in consideration of your own interests and fundamental rights. The provision of the Personal Data is required to enable you to participate in the settlement payments to be made pursuant to the Section 155 Proposal. Failure to provide the Personal Data will prevent you from participating.

In no case will the processing of the Personal Data entail any (solely) automated decision-making.

Recipients of the Personal Data

The Personal Data will be shared with the following categories of recipients for the above purposes, on a need to know basis in the context of the Steinhoff Group Settlement:

- i. third parties advising and assisting SIHNV and SIHPL as well as SRF, such as accountants, bailiffs, lawyers and notaries;
- ii. the Claims Administrator;
- iii. entities of the Claims Administrator's group, including outside the European Union;
- iv. sub-processors of the Claims Administrator;
- v. the SoP Administrator, the Supervisory Judges, the SoP Committee of Representatives and the chair of the voting meeting of the Section 155 Proposal;
- vi. the Dispute Committee;
- vii. the Deloitte Firms and the D&O Insurers; and
- viii. any national and/or international regulatory or enforcement body or court provided we are legally required to share the Personal Data or decide to do so as part of our legal defence.

As the case may be, the above recipients may act as controllers or processors. In the latter case, the processors may only process the Personal Data on behalf of SIHNV, SIHPL and (after the Settlement Effective Date) SRF based on their instructions and must comply with specific contractual obligations SIHNV, SIHPL and/or SRF are imposing on them for the protection of the Personal Data in accordance with the Data Protection Regulations.

Some of the above recipients are located in a country outside the European Economic Area which is not considered adequate from a data protection viewpoint by the EU Commission (such as the USA and South Africa). In that case, appropriate safeguards shall be implemented, such as the relevant Standard Contractual Clauses adopted by the EU Commission. You can obtain a copy of these clauses upon request using the communications referred to below.

Retention of the Personal Data

The Personal Data shall be retained as long as necessary for the administration of your claim under the Section 155 Proposal or as long as required by law. It shall be destroyed or anonymised shortly thereafter.

Your rights

You may exercise the following rights under the conditions and within the limits set forth in the Data Protection Regulations:

- i. the right to access the Personal Data as processed by SIHNV, SIHPL and SRF and, if you consider that any Personal Data is incorrect, obsolete or incomplete, to request its correction or updating;
- ii. the right to request the erasure of the Personal Data or the restriction of its processing;
- iii. the right to object, in whole or in part, to the processing of your Personal Data; and
- iv. the right to request the portability of the Personal Data, i.e. that it be returned to you or transferred to the entity of your choice, in a structured, commonly used and machine-readable format and subject to confidentiality obligations.

In addition to the above rights, if you consider that we have not processed your Personal Data in accordance with the Data Protection Regulations, you have the right to file a complaint with the competent data protection authority(ies).

Contact us

If you have any question about the processing of the Personal Data or want to exercise any of the above rights, please contact the Claims Administrator via info@steinhoffsettlement.com.

Part 10. Documentary requirements for representatives only

Are you filing this SIHPL Filing Instruction in a representative capacity?

Yes I am filing the SIHPL Filing Instruction in a representative capacity

No I am filing the SIHPL Filing Instruction on my own behalf

To the extent you act in a representative capacity:

Valid authorisation to submit the SIHPL Filing Instruction

You must provide documentary proof that the Contractual Claimant(s) you purport to represent has (have) validly authorised you to (amongst other things) submit their claims in the Section 155 Proceedings.

Valid authorisation to collect the distributions

To the extent the Contractual Claimant(s) you purport to represent has (have) authorised you or another third party to collect the payments that they are entitled to on their behalf, you must provide documentary proof of such (valid) authorisation.

Valid authorisation to submit the SIHPL Filing Instruction

You must provide proof that the Contractual Claimant that you purport to represent has (have) validly authorised you to provide the SIHPL Filing Instruction to the Claims Administrator, to the extent applicable.

Please include acceptable evidence of your valid authority to act on behalf of the Contractual Claimant(s) as an attachment to the email under cover of which you submit this SIHPL Filing Instruction. Required documentation may be in .jpg, .jpeg, .tif, .tiff, .gif, .png, .pdf format only and should not exceed 10 MB total per attachment across all files and a maximum of 5 files may be attached.

Valid signature of the authorisations

Please answer the following questions:

1. Is (are) the person (or persons) that authorised you to file the claims a legal entity?

Yes

No

If yes, you must provide proof that such legal entity is validly represented by the signatory of the authorisation.

2. Is (are) the person (or persons) that authorised you to submit the SIHPL Filing Instruction a legal entity?

Yes No

If yes, you must provide proof that such legal entity is validly represented by the signatory of the authorisation.

Please include acceptable proof as an attachment to the email under cover of which you submit this SIHPL Filing Instruction. Required documentation may be in .jpg,.jpeg,.tif,.tiff,.gif,.png,.pdf format only and should not exceed 10 MB total per attachment across all files and a maximum of 5 files may be attached.

Part 11. Signature

**YOU MUST SIGN THIS SIHPL FILING INSTRUCTION ON THIS PAGE.
SUBMISSION OF THE SIHPL FILING INSTRUCTION MEANS
SUBMISSION TO THE CLAIMS ADMINISTRATOR.**

FAILURE TO SIGN WILL RESULT IN A REJECTION OF YOUR CLAIM.

You may sign this SIHPL FILING INSTRUCTION electronically and, where you do not have an electronic signature, your typed name will serve as your electronic signature.

Please state your representative capacity (for representatives only).

Representative Capacity

SIGNED AT

ON

2021

for

**CONTRACTUAL CLAIMANT'S FULL
NAME**

SIGNATURE

who warrants that he/she is duly
authorised hereto