PEPKOR HOLDINGS LIMITED
REGISTRATION NUMBER 2017/221869/06
("The Company" or "Pepkor")

INSIDE INFORMATION AND INSIDER TRADING POLICY

INTRODUCTION

Pepkor Holdings Limited and its subsidiaries ("Pepkor" or "the Company") strive to conduct all business activities responsibly, efficiently, transparently, and with integrity and respect towards all stakeholders. Pepkor's values are incorporated into its policies and its code of ethics (the "Code of Ethics").

The JSE Listing Requirements (JSE LR) and the Financial Markets Act (FMA) have stipulated requirements regarding the disclosure of Price Sensitive Information and Dealing in Securities listed on the JSE and, additionally, have placed prohibitions on Dealing in Securities under certain circumstances.

1. POLICY STATEMENT

1.1 This policy applies to all Designated Persons as defined in the policy. Pepkor and its Designated Persons must comply with these requirements.

2. DEFINITIONS

For purposes of this policy

2.1 **Any other interest** means the obtaining of any benefit or advantage, whether in money, in kind or otherwise, as a result of the holding of that interest and/or any interest to dispose or direct the disposition of Securities, or any part of a distribution in respect of Securities.

2.2 **Associate** means, in relation to a Director or Designated Person, the persons/relationships detailed in Annexure A hereto.

2.3 **Beneficial interest** means, in relation to a security, the person or entity with any one or more of the following rights:

(a) the de facto right or entitlement to directly or indirectly receive any dividend or interest or other benefit payable in respect of that security;

(b) the de facto right to exercise rights or cause rights to be exercised in the ordinary course events and includes the right to vote; or

(c) to dispose or direct the disposition of securities, or any part of a distribution in respect of securities.

2.4 **Board** means the board of Directors of the Company.

2.5 **Company** means Pepkor Holdings Limited ("Pepkor").

2.6 **Closed period** means a period set by the JSE or any period set by Pepkor during which time Dealing in Pepkor Securities by Directors and/or Designated Persons is prohibited, to prevent Dealing in Pepkor Securities on the basis of Price Sensitive Information, and shall include periods from the date from the reporting period end until the time of publication by Pepkor of its

		results for that period or any period during which Pepkor is trading under a cautionary announcement.
2.7	**Dealing**	means any Transaction relating to the buying or selling of Securities, the taking of a position in any Security and/or the acceptance and the exercise of options or rights over Securities.
2.8	**Designated Persons**	means Directors and employees of Pepkor who may, from time to time, be in possession of Price Sensitive Information concerning Securities and includes employees of Pepkor on whom restrictions on Dealing in Pepkor's securities, in any manner or form, have been imposed.
2.9	**Director**	means any director, officer or company secretary of Pepkor and shall include Prescribed Officers and alternate directors as contemplated in the Act and any person occupying the position of a director or alternate director, by whatever name designated.
2.10	**FMA**	means the Financial Markets Act 19 of 2012.
2.11	**Insider**	means a person who has access to Price Sensitive Information through being a Designated Person and Associates of such Designated Persons.
2.12	**Insider Trading**	means Dealing by an Insider in Securities on the basis of Price Sensitive Inside Information, either directly or indirectly or through an Associate.
2.13	**JSE**	means the JSE Limited.
2.14	**JSE LR**	means the listings requirements of the JSE, as amended from time to time.
2.15	**Material effect**	means the qualitative and quantitative assessment of materiality as detailed in Annexure B hereto.
2.16	**Prescribed Officer**	means a person as defined in the Companies Act, No 71 of 2008.
2.17	**Price Sensitive Information**	means specific or precise information, which has not been made public and which is obtained or learned as an Insider and if it were made public would be likely to have a material effect on the price or value of any Security listed.
2.18	**Securities**	means Pepkor's listed ordinary shares on the JSE, or such other classes of shares as may be listed by Pepkor from time to time, including options or rights over such shares.
2.19	**SENS**	means the stock exchange news service of the JSE.
2.20	**Transaction**	means: (a) any sale, purchase or subscription (including in terms of a rights offer, capitalisation award or scrip dividend) of securities relating to the issuer; (b) any agreement to sell, purchase or subscribe for securities relating to the issuer (irrespective of whether shares or cash flows); (c) any donations of securities relating to the issuer; (d) any dealing in warrants, single stock futures, contracts for difference or any other derivatives issued in respect of the issuer's securities. It should be noted that, if shares are sold and the equivalent exposure is purchased through a single stock future or any other derivative, both legs will be deemed to be transactions. The closing out of a single stock future or other derivative is also a transaction. The rolling-over of a single stock future that is merely an extension of an existing position is not a transaction; (e) the acceptance, acquisition, disposal, or exercise of any option (including but not limited to options in terms of a share incentive/option scheme) to acquire or dispose of securities; (f) any purchase or sale of nil or fully paid letters; (g) the acceptance, acquisition or disposal of any right or obligation, present or future, conditional or unconditional, to acquire or dispose of securities;

(h) using securities of the issuer as security, guarantee, collateral or otherwise granting a charge, lien or other encumbrance over the securities of the issuer. A transaction will be deemed to be present at each of the following trigger events –

(i) at the time of agreement of such arrangement;

(ii) at the time when a right or discretion afforded to a lender is being exercised; and

(iii) at the time an existing arrangement is being amended or terminated; or

IMPORTANT: *REFER TO ANNEXURE E, FORM B.*
THE FORM MUST BE SUBMITTED ON EACH TRIGGER EVENT AS SET OUT IN 2.20(h)(i-iii)

(i) any other transaction that will provide direct or indirect exposure to the share price of the issuer. It must be noted that this does not include cash settled share appreciation rights granted to directors by the issuer in the ordinary course of business.

3. SCOPE

3.1 This policy sets out the obligations of the Company and Designated Persons under the JSE LR and the FMA as they relate to Price Sensitive Information, Dealing in Securities and Insider Trading.

4. PRICE-SENSITIVE INFORMATION

4.1 Dealing in Securities by Designated Persons in possession of Price Sensitive information regarding Pepkor is strictly prohibited at all times, irrespective of whether or not the Company is in a Closed Period. This prohibition includes Dealing in the securities of another company if a Designated Person is in possession of Price Sensitive Information relating to such other company, acquired by the Designated Person by virtue of, amongst other relationships, their employment or association with Pepkor.

4.2 The disclosure of unpublished Price Sensitive Information by Designated Persons to third parties or their Associates is prohibited save where such disclosure is made to facilitate the publication of the Company's results/company announcements and the third party receiving the said information has entered into a confidentiality agreement.

4.3 With the exception of Trading Statements, the Company shall without delay, unless the information is kept confidential for a limited period of time, release an announcement providing details relating directly or indirectly to the Company that constitutes Price Sensitive Information.

4.4 Should the Board know of any Price Sensitive Information and the necessary degree of confidentiality of such information cannot be maintained or if the Board suspects that confidentiality has or may be breached, the Board shall issue a cautionary announcement.

4.5 The requirements of the JSE LR, as amended from time to time, shall be observed in respect of the disclosure of Price Sensitive Information and the issue of SENS announcements.

4.6 The Board shall have due regard to the guidance of the JSE, set out in Annexure B, when determining whether information constitutes Price Sensitive Information.

4.7 The chairman of the Board, the Pepkor CEO, the Pepkor CFO and the Pepkor company secretary are responsible for the coordination of the issue of Price Sensitive Information-related SENS announcements.

5. DEALING IN SECURITIES

5.1 During Closed Periods

5.1.1 Dealing by Designated Persons in Securities during Closed Periods is strictly prohibited.

5.1.2 The commencement date and period of Closed Periods will be notified to Designated Persons by the Company Secretary in advance of such periods.

5.1.3 Should the Company be in a Closed Period, Designated Persons are required to notify their Associates and, if applicable, their investment managers, prior to the commencement of the Closed Period, of the prohibition on trading in Securities during such period as per Annexures C and D hereto.

5.2 Outside of Closed Periods

5.2.1 Subject to compliance with the provisions of clause 4 relating to the possession/disclosure of Price Sensitive Information, i.e. provided that they are not in possession of Price Sensitive information, Designated Persons may deal in Pepkor's Securities during any periods when Pepkor is not operating within a Closed Period, provided they have obtained prior written clearance for the contemplated Transaction from Pepkor's CEO, by submitting a request for approval, as per Annexure E hereto, to the Pepkor Secretariat, which will submit the request to the Pepkor CEO, or the appropriate person, and monitor the approval or refusal of such request.

5.2.2 Pepkor Secretariat will notify the Designated Person, in writing, as to the outcome of his/her request.

5.2.3 Save for transactions effected by the Company on behalf of participants under the Pepkor Share Rights Performance Scheme, which transactions and reporting thereof will be managed centrally by the Company, no Dealing may take place by a Designated Person until such time as the written approval of the Pepkor CEO, or the appropriate person, is obtained via the Pepkor Secretariat.

5.2.4 The prior written approval of the chairman of the Board must be obtained before any Dealing by the Pepkor CEO may take place, and likewise the prior written approval of the Pepkor CEO must be obtained before any Dealing by the chairman of the Board may take place.

5.2.5 In the absence of the Pepkor CEO, the chairman of the Board, or the deputy chairman of the Board or the lead independent non-executive director appointed by the Board, may grant Dealing approvals as contemplated in paragraph 5.2.3 and 5.2.4.

5.2.6 For purposes of ensuring that SENS announcements are made where required under the JSE LR, once approval is obtained in accordance with 5.2.3 and 5.2.4 above, details of any Dealing in Pepkor Securities by Designated Persons must be notified to Pepkor Secretariat as soon as possible, but within 72 hours of concluding the Dealing.

5.2.7 As required by rule 3.63 of the JSE LRs, the Pepkor Secretariat will, within 24 hours of the receipt by it of the notification of any Dealing, publish a notice on SENS in respect of any Dealings by Directors or the company secretary of Pepkor, or by Directors or the company secretary of a major subsidiary of Pepkor or by any associate thereof.

5.2.8 It is not necessary for Designated Persons to obtain prior approval for the Dealings of their Associates; however, the Dealings of Associates must be disclosed as set out in this policy and the JSE LRs.

6. PERIODIC REVIEW AND REVISION

6.1 This policy is subject to review and revision from time to time as circumstances warrant.

Annexure A

Associate means, in relation to the policy to which this annexure refers the persons / relationships detailed hereunder:

(a) that individual's immediate family (this includes an individual's spouse and children and specifically any step child, adopted child or illegitimate child younger than 18 years, and any person under the guardianship of the individual); and/or

(b) the trustees, acting as such, of any trust of which the individual or any of the individual's immediate family is a beneficiary or discretionary subject, including trustees of a trust without nominated beneficiaries, but who have been provided with a letter of wishes or similar document or other instruction, including a verbal instruction, naming desired beneficiaries (other than a trust that is either an occupational pension scheme, or an employees' share scheme that does not, in either case, have the effect of conferring benefits on the individual or the individual's family); and/or any trust, in which the individual and/or his family referred to in (a) above, individually or taken together, have the ability to control 35 % of the votes of the trustees or to appoint 35% the trustees, or to appoint or change 35 % of the beneficiaries of the trust. Without derogating from the above, the term "trust" may also be replaced with any other vehicle or arrangement set up for similar purposes to that of a trust; and/or

(c) any company in whose equity securities the individual or any person or trust contemplated in (a) or (b) above, (taken together), are directly or indirectly beneficially interested, (or have a conditional, contingent or future entitlement to become beneficially interested), and that the individual or any person or trust contemplated in (a) or (b) above are, or would on the fulfilment of the condition or the occurrence of the contingency, be able:
   (i) to exercise or control the exercise of 35% or more of the votes able to be cast at general meetings on all, or substantially all, matters;
   (ii) to appoint or remove directors holding 35% or more of the voting rights at board of directors' meetings on all, or substantially all matters; or
   (iii) to exercise or control the exercise of 35% or more of the votes able to be cast at board of directors' meetings on all, or substantially all matters; and/ or

(d) any closed corporation in which the individual and/or any member(s) (taken together) of the individual's family are beneficially interested in 35% or more of the members' interest and/or are able to exercise or control the exercise of 35% or more of the votes able to be cast at members' meetings on all, or substantially all, matters and/or;

(e) any associate, as defined below with reference to a company, of the company referred to in (c) above, where more than one director of the same listed company is directly or indirectly beneficially interested in the equity securities of another company, then the interests of those directors and their associates will be aggregated when determining whether such a company is an associate of any one director of such listed company;

(f) "associate" in relation to a company ("company") means:
   (i) any other company that is its subsidiary, holding company or subsidiary of its holding company;
   (ii) any company whose directors are accustomed to act in accordance with the company's directions or instructions; and/or
   (iii) any company in the capital of which the company, and any other company under (i) or (ii) (taken together) is, or would on the fulfilment of a condition or the occurrence of a contingency, be interested in the manner described in (c) above and/or

(iv) any trust that the company and any other company under (i) and (ii) above, individually or taken together, have the ability to control 35% of the votes of the trustees or to appoint 35% of the trustees, or to appoint or change 35% of the beneficiaries of the trust. Without derogating from the above, the term “trust” may also be replaced with any other vehicle or arrangement set up for similar purposes to that of a trust.

Annexure B

PRICE SENSITIVE INFORMATION / MATERIALITY

In order to give guidance as to what constitutes Price Sensitive Information, the JSE published Practice Note 2/2015, which is set out below:

Directors are currently required, and must continue, to apply their own discretion in determining what will constitute Price Sensitive Information and, in doing so, Directors must apply quantitative and qualitative measures to their assessment. If there is any uncertainty as to what constitutes Price Sensitive Information, then the Company's sponsor must be consulted. If doubt remains, the Company must assume that the information is price sensitive in order to avoid selective disclosure which could lead to confusion in the market. If in doubt, publish.

The definition of Price Sensitive Information contains two key principles that require further information: namely, is the information specific and precise and has, or could have a material effect on the price of the Company's Securities.

Specific and precise

The JSE LR does not define what constitutes specific or precise information. What may constitute specific or precise information in one situation may possibly not do so in another, depending on the surrounding circumstances. The European Court of Justice has accepted a definition of "Precise" to be where:

- The information indicates a set of circumstances which exists or may reasonably be expected to come into existence or an event which has occurred or may reasonably be expected to do so; and
- The information is specific enough to enable conclusions to be drawn as to the possible effect of that set of circumstances or event on the price of a share.

Specific should have a similar meaning and the grammatical meaning should also be considered.

Taking into account the above statements, it would be fair to say that a reasonable degree of certainty is required to conclude that information is specific or precise.

Material effect

After confirming that the information may be specific or precise, the Company must assess whether such information may have a material effect on the price of the Company's Securities. Materiality must be assessed both quantitatively and qualitatively. The Company should be mindful that there is no firm figure (percentage change or otherwise) that can be set for any issuer as this will vary from issuer to issuer taking into account the variety of factors.

The JSE suggest that issuers also consider the following in making the assessment whether the information would have a material effect on the price of the issuer's securities:

"Under the securities laws of the United States, information is material if a reasonable investor is likely to consider it significant in making an investment decision…".

From a JSE LR perspective consideration must be given whether the information could influence the economic decisions of investors in respect of the Company's Securities. This assessment should take into consideration the anticipated impact of the information in light of (i) the whole of the Company's activities, (ii) the reliability of the source of the information and (iii) other market variables likely to affect the relevant listed securities in the circumstances.

Information which is considered to be relevant to a reasonable investor's decision includes information which affects:

- The assets and liabilities of the issuer;
- The performance, or the expectation of the performance of the issuer's business;
- The financial condition of the issuer;
- The course of the issuer's business;
- Major new developments in the business of the issuer; and
- Information previously disclosed to the market.

Annexure C

[TEMPLATE OF LETTER TO BE SENT TO ASSOCIATES]

Dear [NAME]

NOTICE OF PROHIBITED PERIOD FOR DEALING IN PEPKOR HOLDINGS LIMITED ("PEPKOR") SECURITIES

You are hereby informed that Pepkor Holdings Limited ("Pepkor") has declared a closed period, starting on the commencement of business on …… and ending once Pepkor's results for the period ending ……. have been released on the Securities Exchange News Service ("SENS") of the JSE Limited ("JSE") on or about Monday, ……..

Kindly note that should you have become privy to unpublished price-sensitive information, trading on this basis, as well as the passing on of such information to any third party is prohibited.

Note that it is a serious offence to disregard the insider trading regulations or the trading embargo as imposed by the Listings Requirements of the JSE and the Financial Markets Act 19 of 2012. Further please note that extreme censure, such as a fine of up to R50 million and/or imprisonment of up to10 years, may be imposed on offenders found guilty of such offences.

Please feel free to contact me if you have any questions in respect of the abovementioned arrangement.

Kindly confirm receipt of this letter.

Yours sincerely
[Name of Director/ Executive/Designated Person]

Annexure D

[TEMPLATE OF LETTER TO BE SENT TO BROKERS/FUND MANAGERS/INVESTMENT MANAGERS]

Dear [NAME]

NOTICE OF PROHIBITED PERIOD FOR DEALING IN PEPKOR HOLDINGS LIMITED ("PEPKOR") SECURITIES

You are hereby informed that Pepkor has declared a closed period, starting on commencement of business on …….. and ending once Pepkor's results for the period ending ……. have been released on the Securities Exchange News Service ("SENS") of the JSE Limited ("JSE") on or about……..

You are hereby notified that you may not deal in Pepkor securities on my behalf without receiving or obtaining my express consent in writing in advance.

Should you wish to discuss this arrangement, please do not hesitate to contact me.

Kindly confirm receipt of this letter.

Yours sincerely
[Name of director/Executive/Designated Person]

Annexure E

FORM A & B

CLEARANCE TO DEAL IN PEPKOR SECURITIES

FORM A
PURCHASE / SALE / ISSUE / VESTING / EXERCISE

NOTE: *APPROVAL TO BE OBTAINED PRIOR TO DEALING*

To: The Company Secretary: Pepkor (Pty) Ltd
Att: Ian Isdale
(iani@pepkor.co.za)

I wish / My associate wishes to deal in securities in Pepkor as indicated below:

1 Name of Director / Company Secretary / Employee / Restricted Person:

_____

2 Date / period on which the transaction is to be effected:

_____

3 Stipulate how the transaction is to be effected (on or off market):

_____

4 Is the transaction to be conducted through a broker? If so state broker's details:

_____

5 The price range you wish to trade at:

_____

6 Number of Securities that are the subject of the transaction:

_____

7 The class of Securities subject to the transaction (e.g. ordinary shares / rights offer entitlement / share options):

_____

8 Nature of the transaction (purchase / sale / issue / vesting / exercise):

_____

9 Nature of the Director's / Company Secretary's / Employee's interest in the transaction: (being direct / indirect and beneficial / non-beneficial):

_____

10 A statement of confirmation that the Company is not in a Prohibited Period:

_____

11 **In the case of options or any other similar right or obligation, the following information should be disclosed (only applicable to executive Directors or Employees):**

a. Option strike price: _____

b. Issue date/s: _____

c. Nature of transaction (e.g. sell / purchase / exercise of option):

_____

d. Nature of the Director's / Company Secretary's / Employee's interest (being direct / indirect and beneficial / non-beneficial):

_____

12 **Undertaking**

12.1 Applicant undertakes that he/she will:-

12.1.1 not enter into any transaction as contemplated herein until permission to deal is granted;

12.1.2 lodge a copy of this request and the signed letter of consent with the Company Secretary of the Company;

12.1.3 furnish the Company Secretary with details of the transaction or any part of the transaction within 24 hours, on a daily basis, as and when it/they occur(s) until completion of the full transaction or expiry of the designated time period, whichever is applicable.

12.2 Applicant notes that the details of the transaction will/may be released on the Stock Exchange News Service (SENS) within 24 hours of receipt by the Company Secretary of such details.

12.3 Applicant confirms that he/she is not in possession of unpublished price sensitive information in connection with the securities in question.

In accordance with the provisions of the Company's policy on Insider Trading, please forward this application to the Chief Executive Officer of Pepkor for his consideration and advise me accordingly of his decision.

Signed: _____

Name: _____

Date: _____

Clearance to deal granted in terms of section 3.66 of the JSE Listings Requirements

Clearance is hereby given to _____ in accordance and for the periods as set out above to trade in Securities.

_____ _____

Chairman (if the application is made by the CEO) Date

_____ _____

CEO Date

Reasons for refusal: (please tick applicable block)

		Yes	**No**
a	The Company is in a Closed/Prohibited Period		
b	Knowledge of unpublished price sensitive information		
c	Existence of material circumstances. Please list, if any: i. ii. iii.		

CLEARANCE TO DEAL IN PEPKOR SECURITIES

FORM B
USING SECURITIES OF THE ISSUER AS SECURITY, GUARANTEE, COLLATERAL OR OTHERWISE GRANTING A CHARGE, LIEN OR OTHER ENCUMBRANCE OVER THE SECURITIES OF THE ISSUER

IMPORTANT: *THIS FORM MUST BE SUBMITTED ON EACH TRIGGER EVENT AS SET OUT IN POINTS 8.1 – 8.3*

NOTE: ***APPROVAL TO BE OBTAINED PRIOR TO DEALING***

To: The Company Secretary: Pepkor (Pty) Ltd
Att: Ian Isdale
(iani@pepkor.co.za)

I wish / My associate wishes to deal in securities in Pepkor as indicated below:

1. Name of Director / Company Secretary / Employee / Restricted Person:

_____

2. Date / period on which the transaction is to be effected:

_____

3. Nature of the transaction (using securities of the issuer as security, guarantee, collateral or otherwise granting a charge, lien or other encumbrance over the securities of the issuer): ***[PLEASE SPECIFY]***

_____

4. Number of Securities that are the subject of the transaction:

_____

5. The class of Securities subject to the transaction (e.g. ordinary shares / rights offer entitlement / share options):

_____

6. Nature of the Director's / Company Secretary's / Employee's interest in the transaction: (being direct / indirect and beneficial / non-beneficial):

_____

7. A statement of confirmation that the Company is not in a Prohibited Period:

_____

8. A transaction as indicated in 3 above will be deemed to be present at each of the following trigger events and approval must be obtained for each trigger event:

8.1. at the time of agreement of such arrangement;

Date: _____ Number of securities: _____

8.2. at the time when a right or discretion afforded to a lender is being exercised; and

Date: _____ Number of securities: _____

8.3. at the time an existing arrangement is being amended or terminated.

Date: _____ Number of securities: _____

9. **Undertaking**

9.1 Applicant undertakes that he/she will:-

9.1.1 not enter into any transaction as contemplated herein until permission to deal is granted;

9.1.2 lodge a copy of this request and the signed letter of consent with the Company Secretary of the Company;

9.1.3 furnish the Company Secretary with details of the transaction or any part of the transaction within 24 hours, on a daily basis, as and when it/they occur(s) until completion of the full transaction or expiry of the designated time period, whichever is applicable.

9.2 Applicant notes that the details of the transaction will/may be released on the Stock Exchange News Service (SENS) within 24 hours of receipt by the Company Secretary of such details.

9.3 Applicant confirms that he/she is not in possession of unpublished price sensitive information in connection with the securities in question.

In accordance with the provisions of the Company's policy on Insider Trading, please forward this application to the Chief Executive Officer of Pepkor for his consideration and advise me accordingly of his decision.

Signed: _____

Name: _____

Date: _____

Clearance to deal granted in terms of section 3.66 of the JSE Listings Requirements

Clearance is hereby given to _____ in accordance and for the periods as set out above to trade in Securities.

_____ _____

Chairman (if the application is made by the CEO) Date

_____ _____

CEO Date

Reasons for refusal: (please tick applicable block)

		Yes	**No**
a	The Company is in a Closed/Prohibited Period		
b	Knowledge of unpublished price sensitive information		
c	Existence of material circumstances. Please list, if any: i. ii. iii.		