



ANNEXURE: DEFERRED SHARE PLAN 2018

INTRODUCTION

With the assistance of remuneration specialists and in consultation with our employees and shareholders, the Remuneration Committee considered key changes to the long- and short-term incentive plans against market practice. Subsequent to this extensive benchmarking exercise, the Board will (on recommendation by the Remuneration Committee), at the annual general meeting to be held on 7 December 2018, propose to shareholders that the Harmony short- and long-term incentive plans be replaced with a simplified, market-related total incentive plan (the Total Incentive Plan).

This Total Incentive Plan provides for a single, combined short- and long-term incentive, which represents the group's variable pay offering. It comprises:

- (i) an annual cash payment (paid immediately at the award date)
- (ii) deferred shares (for eligible employees graded as E-band and above) governed by the rules of the Deferred Share Plan (the DSP).

Performance measures under the Total Incentive Plan are assessed over either a trailing three-year period or annually. Participation in the Total Incentive Plan will be limited to "eligible employees", namely a prescribed officer, executive manager or manager of any member of the group. For more details on the performance measures to be applied in the Total Incentive Plan, refer to *Part 1* of the Remuneration Report in the Integrated Annual Report 2018, available at www.har.co.za.

No further awards will be made under the existing Harmony share plan after 7 December 2018. Awards under the existing plan will follow the normal course until the final vesting date under that plan.

It is proposed that, subject to the shareholders' approval, the DSP be implemented with effect from 1 July 2019. The rules of the DSP are included below.

SCHEME RULES

Part 1 – Introduction

1. Definitions and interpretation

- 1.1 In the DSP, unless the context indicates otherwise, the following words and expressions will have the meanings assigned thereto:
- 1.1.1 **Administrator** means a service provider appointed by an Employer Company to act on behalf of that Employer Company in performing the obligations of that Employer Company in terms of the DSP;
- 1.1.2 **Applicable Laws** in relation to any person or entity, all and any statutes, subordinate legislation and common law; regulations; ordinances and by laws; accounting standards; directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, compliance with which is mandatory for that person or entity;
- 1.1.3 **Award** means the award to an Eligible Employee of Deferred Shares in terms of clause 12 and the word "awarded" shall be construed accordingly;
- 1.1.4 **Award Date** means the date on which Remco resolves to make an Award to an Eligible Employee;
- 1.1.5 **Award Letter** means the letter delivered by an Employer Company to an Eligible Employee in terms of clause 12.2, notifying such Eligible Employee of an Award and setting out the terms of the Award;
- 1.1.6 **Award Price** means a value that is determined by using the volume weighted average share price of a Share on the JSE over the five Business Days immediately prior to the Award Date;
- 1.1.7 **Award Value** means the ZAR value of that portion of the incentive that will take the form of Deferred Shares in accordance with the provisions of the DSP;
- 1.1.8 **Auditors** means the registered auditors of the Company from time to time;
- 1.1.9 **Board** means the board of directors of the Company or any committee thereof to whom the powers of the board of directors of the Company in respect of the Total Incentive Plan are delegated;
- 1.1.10 **Broker** means the financial intermediary appointed by the Company or the Employer Company to perform the services specified in the DSP on behalf of the Participants;
- 1.1.11 **Business Day** means any day on which the JSE is open for the transaction of business;
- 1.1.12 **Change of Control** means all circumstances where a party (or parties acting in concert), directly or indirectly, obtains
- 1.1.12.1 beneficial ownership of the specified percentage or more of the Company's issued Shares; or
- 1.1.12.2 control of the specified percentage or more of the voting rights at meetings of the Company; or
- 1.1.12.3 the right to control the management of the Company or the composition of the Board; or
- 1.1.12.4 the right to appoint or remove directors holding a majority of voting rights at Board meetings; or



ANNEXURE: DEFERRED SHARE PLAN 2018 CONTINUED

SCHEME RULES

Part 1 – Introduction continued

- 1.1.12.5 the approval by the Company's shareholders of, or the consummation of, a merger or consolidation of the Company with any other business or entity, or upon a sale of the whole or a major part of the Company's assets or undertaking.
For the purposes of this 1.1.12 the expression "**specified percentage**" shall bear the meaning assigned to it from time to time in the Takeover Regulations read with the Companies Act, presently being 35%;
- 1.1.13 **Companies Act** means the South African Companies Act, 71 of 2008;
- 1.1.14 **Company** means Harmony Gold Mining Company Limited, a public company duly incorporated and registered in accordance with the laws of the Republic of South Africa under registration number 1950/038232/06;
- 1.1.15 **Deferred Shares** means a conditional right to receive Shares, the Vesting of which is subject to continued employment, as specified in an Award Letter;
- 1.1.16 **DSP** means the Harmony Gold Mining Company Limited Deferred Share Plan 2018, established in terms of these Rules;
- 1.1.17 **Date of Termination of Employment** means the date upon which a Participant is no longer employed by, or ceases to hold salaried office in, any Employer Company; provided that, where a Participant's employment is terminated without notice or on terms *in lieu* of notice, the Date of Termination of Employment shall be deemed to occur on the date on which the termination takes effect, and where such employment is terminated with notice, the Date of Termination of Employment shall be deemed to occur upon the date on which that notice expires;
- 1.1.18 **Dismissal based on Operational Requirements** means the Retrenchment of a Participant based on the Employer Company's economic, technological, structural or similar needs;
- 1.1.19 **Eligible Employee** means an Employee eligible for participation in the Total Incentive Plan, namely a Prescribed Officer, Executive Manager or Manager of any member of the Group; **[Sch 14.1(a)]**
- 1.1.20 **Employee** means any person holding full-time salaried employment or office (including any executive director but excluding a non-executive director) with any Employer Company; **[Sch 14.1(a)]**
- 1.1.21 **Employer Company** means the specific entity (which includes both local and foreign entities) within the Group that is the employer of a particular Participant;
- 1.1.22 **Executive Manager** means an Employee identified and disclosed as an executive manager by the Remco for purposes of the Total Incentive Plan;
- 1.1.23 **Fault Termination** means the termination of employment of a Participant by the Group by reason of:
- 1.1.23.1 misconduct;
- 1.1.23.2 poor performance; or
- 1.1.23.3 resignation by the Participant; **[Sch 14.1(h)]**
- 1.1.24 **Financial Markets Act** means the Financial Markets Act, 19 of 2012;
- 1.1.25 **Financial Year** means the Company's financial year, which runs from 1 July to 30 June;
- 1.1.26 **Group** means the Company and any other company, body corporate or other undertaking which is or would be deemed to be a subsidiary of the Company in terms of the Companies Act, and the expression "**member of the Group**" shall be construed accordingly; **[Sch 14.1(a)]**
- 1.1.27 **Ill-health** means a physical, mental or psychological condition, including a disability or a condition caused by an injury, diagnosed by a Company approved Medical Practitioner, which renders the Employee incapable of performing his duties in terms of his employment contract;
- 1.1.28 **Implementation Date** in relation to a Change of Control, the date upon which such Change of Control becomes effective;
- 1.1.29 **Income Tax Act** means the South African Income Tax Act, 58 of 1962 or a similar Act promulgated in countries outside of South Africa;
- 1.1.30 **JSE** means the JSE Limited, a public company incorporated in accordance with the laws of the Republic of South Africa under registration number 2005/022939/06, which is licensed as an exchange in terms of the Financial Markets Act;
- 1.1.31 **Listings Requirements** means the JSE Limited Listings Requirements;
- 1.1.32 **LRA** means the Labour Relations Act, 66 of 1995, as amended or substituted;
- 1.1.33 **Manager** means an Employee identified and disclosed as a manager by the Remco for purposes of the Total Incentive Plan;
- 1.1.34 **Medical Practitioner** means a person who is certified to diagnose and treat patients and who is registered with a professional council established by an Act of the South African Parliament or its equivalent in countries outside of South Africa;



SCHEME RULES

Part 1 – Introduction continued

- 1.1.35 **No Fault Termination** means the termination of employment of a Participant by the Group by reason of:
- 1.1.35.1 death;
- 1.1.35.2 injury, disability or Ill health, in each case as certified by a qualified Medical Practitioner nominated by the relevant Employer Company;
- 1.1.35.3 dismissal based on Operational Requirements as contemplated in the LRA;
- 1.1.35.4 retirement on or after his Retirement Date;
- 1.1.35.5 the company by which he is employed ceasing to be a member of the Group;
- 1.1.35.6 the undertaking in which he is employed being transferred to a transferee which is not a member of the Group; [Sch 14.1(h)]
- 1.1.36 **Notice** means the notice contemplated in clause 14;
- 1.1.37 **Participant** means an Eligible Employee that receives an Award in terms of clause 12 and thereby becomes subject to the terms and conditions of the DSP;
- 1.1.38 **Personal Information** means personal information as defined in section 1 of the Protection of Personal Information Act, 4 of 2013;
- 1.1.39 **Policy** means the Harmony Total Incentive Plan Policy made in terms of clause 4, as amended by Remco from time to time;
- 1.1.40 **Prescribed Officer** means an Employee identified and disclosed as a prescribed officer by the Remco for purposes of the Total Incentive Plan, including the executive directors;
- 1.1.41 **Remco** means the Remuneration Committee of the Board or any person(s) to whom the powers of Remco in respect of the Total Incentive Plan have been delegated (but then only in accordance with the terms of such delegation), which persons do not hold any executive office within the Group; [Sch 14.4][Sch 14.5]
- 1.1.42 **Retirement Date** means the earliest date on which, or age at which, an Eligible Employee can be required to retire by any Employer Company;
- 1.1.43 **Retrenchment** means the termination of the employment of an Employee by virtue of the operational requirements of the Employer Company concerned;
- 1.1.44 **Rules** means these Rules, as amended from time to time;
- 1.1.45 **Secretary** means the company secretary for the time being of the Company;
- 1.1.46 **Settle** means delivery to the Participant of:
- 1.1.46.1 Shares:
- (a) purchased on the JSE; [Sch 14.9(c)]
- (b) held by the Group (treasury Shares); or
- (c) that are allotted and newly issued to the Participant by the Company in accordance with these Rules; or
- 1.1.46.2 a cash amount if a Participant fails to deliver a Notice in accordance with the provisions of clause 14.2, and the words “Settlement” and “Settled” shall be construed accordingly. It is recorded that any Shares which have been Settled to a Participant in terms of this DSP shall rank *pari passu* with Shares in all respects; [Sch 14.1(e)]
- 1.1.47 **Shares** means ordinary shares in the capital of the Company (or such other class of shares as may represent the same as a result of any reorganisation, reconstruction or other variation of the share capital of the Company to which the provisions of the DSP may apply from time to time);
- 1.1.48 **Tax** means any present or future tax or other charge of any kind or nature whatsoever imposed, levied, collected, withheld or assessed by any competent authority, and includes all income tax (whether based on or measured by income/revenue or profit or gain of any nature or kind or otherwise and whether levied under the Income Tax Act or otherwise), capital gains tax, value added tax and any charge in the nature of taxation, and any interest, penalty, fine or other payment on, or in respect thereof but specifically excluding issue duty, stamp duty, marketable securities tax and uncertificated securities tax;
- 1.1.49 **Total Incentive Plan** means the combined short-term and long-term incentive as set out in the Policy read with the Rules;
- 1.1.50 **Trading Day** means any day on which the Shares are capable of being traded on the JSE;
- 1.1.51 **Vest** means the moment when a Participant is entitled to Settlement in accordance with clause 14 and “Vested” and “Vesting” shall have equivalent meanings;



ANNEXURE: DEFERRED SHARE PLAN 2018 CONTINUED

SCHEME RULES

Part 1 – Introduction continued

- 1.1.52 **Vesting Date** subject to clauses 12, 16.5 and 16; means the date on which a Participant is entitled to Settlement in accordance with clause 14 and the Policy; provided that if the date falls on a date which, or during a period which:
- 1.1.52.1 by virtue of any Applicable Law or any policy of the Group (including any corporate governance policy) it is not permissible to Settle Shares to a Participant; or
- 1.1.52.2 by virtue of any Applicable Law or any policy of the Group (including any corporate governance policy) it is not permissible for a Participant to receive or otherwise deal/trade in Shares,
- the Vesting Date shall be the fifth Trading Day after the date on which it becomes permissible to Settle Shares to a Participant and/or for the Participant to receive or deal/trade in Shares (as the case may be);
- 1.1.53 **Vesting Period** means the period which commences on the Award Date and terminates on the Vesting Date; and
- 1.1.54 **ZAR** means South African Rands, the lawful currency of the Republic of South Africa.
- 1.2 **General Interpretation**
- In these Rules
- 1.2.1 clause headings are used for convenience only and shall be ignored in its interpretation;
- 1.2.2 unless the context clearly indicates a contrary intention, an expression which denotes:
- 1.2.2.1 any gender includes the other genders;
- 1.2.2.2 a natural person includes an artificial person (whether corporate or unincorporate) and *vice versa*;
- 1.2.2.3 the singular includes the plural and *vice versa*;
- 1.2.3 The DSP will be given effect to in accordance with:
- 1.2.3.1 the Companies Act;
- 1.2.3.2 the Listings Requirements, including paragraphs 3.63 to 3.74 and 3.92 to the extent applicable; and [Sch 14.9(d)]
- 1.2.4 unless the context clearly indicates a contrary intention, words and expressions defined in the Companies Act shall bear the meanings therein assigned to them;
- 1.2.5 all references to a statute and the Listings Requirements shall be to such statute and the Listings Requirements (as the case may be) as at the date of adoption of the DSP by the Company and as amended, replaced or superseded from time to time thereafter. References to “Sch” in the Rules are to Schedule 14 of the Listings Requirements;
- 1.2.6 the use of the word “including” or “includes” or “include” followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s;
- 1.2.7 the word “reacquired” when used in relation to an Award (or a portion of an Award) shall mean the acquisition and/or cancellation of such Award (or a portion of an Award) from a Participant by or on behalf of the Company for, where applicable, a total consideration at no par value where the such Award (or a portion of an Award) has been forfeited (in terms of clause 16) or lapsed (in accordance with clause 17) prior to Vesting;
- 1.2.8 a Participant who ceases to be employed by an Employer Company on the basis that he is:
- 1.2.8.1 immediately thereafter employed by another Employer Company; or
- 1.2.8.2 thereafter re-employed by such Employer Company pursuant to it being determined that his employment was terminated on a basis which was not lawful in terms of the LRA;
- shall be deemed not to have terminated his employment for the purposes of the DSP and his rights shall be deemed to be unaffected; [Sch 14.1(h)]
- 1.2.9 a Participant who is a director of any Employer Company who retires and/or resigns on the basis that he is immediately re-elected in accordance with the articles of association or other constitutional documents of that Employer Company shall be deemed not to have terminated his employment with that Employer Company. [Sch 14.1(h)]
- 1.3 If any provision in a definition is a substantive provision conferring any right or imposing any obligation on anyone then, notwithstanding that it is only in a definition, effect shall be given to it as if it were a substantive provision in the body of these Rules.
- 1.4 When any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or official public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or official public holiday.



SCHEME RULES

Part 1 – Introduction continued

2. Object

- 2.1 The DSP forms part of the Group's Total Incentive Plan.
- 2.2 These Rules regulate the Share-Settled portion of the long-term component of the Total Incentive Plan. The short-term component of the Total Incentive Plan will take the form of a cash bonus.
- 2.3 These Rules should be read in conjunction with the Policy (which sets out the details of both the short-term and the long-term incentives), in order to gain a full understanding of the operation of the Total Incentive Plan.
- 2.4 The object and purpose of the DSP is to:
 - 2.4.1 incentivise the Group's Eligible Employees to meet strategic short-, medium- and long term objectives that will help deliver value to shareholders;
 - 2.4.2 achieve alignment between the Participants' remuneration and the interests of the Company's shareholders; and
 - 2.4.3 act as a retention mechanism in a market where highly skilled people are in high demand.

Part 2 – Administration of the DSP

3. The DSP

The DSP is hereby constituted, which DSP shall be administered for the purpose and in the manner set out in these Rules.

4. Administration of the DSP

- 4.1 Remco is responsible for the operation and administration of the DSP, and has discretion to decide whether and on what basis the DSP shall be operated.
- 4.2 Where the DSP refers to the discretion of Remco, such discretion shall be sole, absolute and unrestricted unless the contrary is expressed, provided that if Remco delegates the authority to exercise discretion, the discretion should be exercised in terms of the Policy.
- 4.3 Subject to the provisions of the DSP and to the approval of the Board, Remco shall be entitled to make and establish such rules and regulations, and to amend the same from time to time, as they may deem necessary or expedient for the proper implementation and administration of the DSP.

5. Administrator

An Employer Company may appoint an Administrator to act on its behalf in performing its obligations as an Employer Company under the DSP. For purposes of the DSP, references to "Employer Company" include an Administrator that has been appointed by an Employer Company in terms of this clause 5.

6. Annual Accounts

Remco shall ensure that a summary appears in the annual financial statements of the Company of the number of Deferred Shares awarded to Participants, the number of Shares that may be utilised for the purposes of this DSP, any changes in such numbers during the Financial Year under review, the number of Shares held by any Employer Company which may be received by Eligible Employees and the number of Shares then under the control of Remco for Settlement to Participants in terms of this DSP. **[Sch 14.8]**

7. Availability of shares

The Company shall:

- 7.1 ensure that Shares may only be issued or purchased for purposes of the DSP once a Participant (or group of Participants) to whom they will be awarded has been formally identified; **[Sch 14.9(a)]**
- 7.2 ensure that any Shares held for purposes of the DSP will not have their votes at general/annual general meetings taken into account for the purposes of resolutions proposed in terms of the Listings Requirements or for purposes of determining categorisations as detailed in Section 9 of the Listings Requirements. **[Sch 14.10]**

8. Costs

- 8.1 Prior to the Vesting Date, all costs and expenses relating to the DSP, including for the avoidance of doubt, all costs relating to the Administrator, ("Costs") will be for the Company's account.
- 8.2 The Company may recover from each Employer Company such Costs as may be attributable to the participation of any of its Employees in the DSP.



ANNEXURE: DEFERRED SHARE PLAN 2018 CONTINUED

SCHEME RULES

Part 2 – Administration of the DSP continued

- 8.3 Notwithstanding the provisions of clauses 8.1 and 8.2, the Company may procure, if applicable, that the relevant Employer Company shall:
- 8.3.1 bear all Costs of and incidental to the implementation and administration of the DSP and shall, as and when necessary, provide all requisite funds and facilities for that purpose;
- 8.3.2 provide all secretarial, accounting, administrative, legal and financial advice and services, office accommodation, stationery and so forth for the purposes of the DSP.
- 8.4 After the Vesting Date, all Costs and Tax will be for the Participant's account.
- 8.5 The Participant shall be liable for all Tax payable as a result of benefits due to him in terms of the DSP.
- 9. Maximum number of shares available for the DSP**
- 9.1 Subject to 9.3, the aggregate number of Shares that may be Settled under this DSP shall not exceed **25 000 000** Shares (being approximately 5% of the issued share capital of the Company). **[Sch 14.1(b)]**
- 9.2 Subject to 9.3 the maximum number of Shares which any one Participant may receive in terms of the DSP shall not exceed **3 000 000** (being approximately 0.6% of the issued share capital of the Company) Shares. **[Sch 14.1(c)]**
- 9.3 The limit referred to in 9.1 shall exclude:
- 9.3.1 Shares that have been purchased through the JSE in Settlement of Awards; and **[Sch 14.9(c)]**
- 9.3.2 Awards under the DSP which do not Vest in a Participant as a result of the forfeiture or reacquisition thereof. **[Sch 14.3(f)]**
- 9.4 The limit referred to in 9.1 shall include:
- 9.4.1 Shares that have been issued by the Company in Settlement of Awards; and
- 9.4.2 Shares held in treasury by a subsidiary of the Company that have been used to Settle Awards.
- 9.5 The number of Shares referred to in 9.1 and 9.2 shall be increased or reduced in direct proportion to any adjustment in the Company's issued share capital as provided for in clause 20. **[Sch 14.3(a)]**
- 9.6 In the event of a discrepancy between number of Shares and the percentage it represents, the number will prevail.
- 10. Award policy and performance conditions**
- 10.1 Remco shall be entitled, subject to the provisions of the DSP and to the approval of the Board, to make and establish a Policy as it deems expedient or necessary for the proper implementation of the DSP.
- 10.2 Remco may, from time to time, amend the Policy, provided that the amendments take due account of prevailing market trends and what is regarded as "remuneration best practice" at the time of such amendments.
- 10.3 Subject to clauses 16 and 20, once an Award has been made, the Policy which pertains to that specific Award may not be amended or varied unless a change in circumstances has rendered such Policy inappropriate or inapplicable. No such amendment shall disadvantage and/or prejudice any Participant.

Part 3 – Deferred share awards

- 11. Annual Remco determination**
- 11.1 Each year, Remco shall determine and (as contemplated in clause 10), if deemed appropriate, amend the Policy to record the following:
- 11.1.1 which Eligible Employees shall receive an Award;
- 11.1.2 the Award Date;
- 11.1.3 the Award Value (calculated in accordance with the Policy);
- 11.1.4 the number of Deferred Shares applicable to the Award (calculated in terms of clause 13); and
- 11.1.5 the Vesting Dates and Vesting Periods applicable to the Award
- 11.2 An Award made to an Eligible Employee will vest in equal tranches on more than one Vesting Date and over more than one Vesting Period.
- 11.3 Remco shall set out in the Policy the criteria on which Awards are based in terms of the DSP. The criteria shall be aligned with the strategic objectives of the Company and the DSP (as set out in clause 2 above).



SCHEME RULES

Part 3 – Deferred share awards continued

12. Awards

- 12.1 Remco may, in its sole and absolute discretion, resolve to make Awards to Eligible Employees. **[Sch 14.1(f)]**
- 12.2 The Employer Company shall, as soon as reasonably practicable on or after the Award Date, notify the Eligible Employee of the Award in an Award Letter. The Award Letter shall be in the form as prescribed by Remco from time to time and shall specify:
- 12.2.1 the Award Date;
- 12.2.2 the Award Value (calculated in accordance with the Policy);
- 12.2.3 the number of Deferred Shares applicable to the Award (calculated in terms of clause 13);
- 12.2.4 the Vesting Dates and Vesting Periods applicable to the Award;
- 12.2.5 the provisions of clauses 21 and 22;
- 12.2.6 a stipulation that the Award is subject to the provisions of these Rules; and
- 12.2.7 where a copy of the Rules might be obtained for perusal.
- 12.3 Subject to clause 16, an Award is (and Deferred Shares are) personal to a Participant and shall not be capable of being ceded, assigned, transferred or otherwise disposed of or encumbered by a Participant. **[Sch 14.1(e)]**
- 12.4 There shall be no consideration payable for the Award. **[Sch 14.1(d)]**
- 12.5 A Participant shall not be entitled to any dividends (or other distributions made) and shall have no right to vote in respect of Deferred Shares awarded to him in his Award, unless and until the Deferred Shares under his Award are Settled to him in accordance with the provisions of this DSP. **[Sch 14.1(e)] [Sch 14.10]**
- 12.6 A Prescribed Officer or an Executive Manager (as the case may be) must communicate his acceptance of an Award to his Employer Company. The obligations of an Employer Company under the DSP shall be postponed until such time as the Prescribed Officer or Executive Manager (as the case may be) has indicated his acceptance of the Award. The Employer Company will not be liable for any loss that may be suffered by such Prescribed Officer or Executive Manager (as the case may be) as a result of the postponement of its obligations in terms of this clause 12.6.
- 12.7 A Manager shall not be required to communicate his acceptance of an Award to his Employer Company. A Manager may reject an Award within ten days after the date of delivery of the relevant Award Letter to such Manager. An Award which is not rejected in accordance with this clause 12.6 shall automatically be deemed to have been accepted by such Manager.
- 12.8 An Award may be reacquired at any time after the Award Date if the Remco and Participants so agree in writing.

13. Calculation of deferred shares

- 13.1 Subject to clause 14, the number of Deferred Shares attributable to an Award shall be calculated by dividing the Award Value by the Award Price and rounding-down the resultant number to the next whole number.
- 13.2 The number of Deferred Shares determine the number of Shares that a Participant has a conditional right to receive on the terms of, and subject to the conditions of, the DSP.
- 13.3 For the avoidance of doubt, the Award of the Deferred Shares does not constitute the issue of Shares nor does it give a Participant the right to Shares until and to the extent that the provisions of the DSP have been satisfied. Accordingly, the Deferred Shares are awarded on the understanding that the Deferred Shares may not be traded or used as security for any obligations and any attempt to trade in Deferred Shares or use them as security for any obligations shall result in the forfeiture of the relevant Deferred Shares. **[Sch 14.1(e)]**

14. Vesting of deferred shares and settlement

- 14.1 Subject to clauses 16, 17, 20, 22, and 24, on the Vesting Date, a Participant shall have the right to Settlement of the number of Shares that equals the number of Deferred Shares calculated in terms of clause 13.
- 14.2 The Participant must provide his Employer Company with a Notice ten days before the Vesting Date, confirming that he wants his Award to be Settled in Shares and providing his Employer Company with the details of his brokerage account ("Brokerage Account") in the Notice.



ANNEXURE: DEFERRED SHARE PLAN 2018 CONTINUED

SCHEME RULES

Part 3 – Deferred share awards continued

- 14.3 If the Participant:
- 14.3.1 fails to provide his Employer Company with a Notice in accordance with clause 14.2; or
- 14.3.2 fails to provide his Employer Company with the details of his Brokerage Account in his Notice in accordance with clause 14.2,
- on the Vesting Date, the Company shall instruct the Broker to sell the Participant's Shares on the JSE and procure the payment by the relevant Employer Company to the Participant of a cash amount equal to the proceeds from the sale of the Shares (less any applicable Tax payable in accordance with clause 22). For the avoidance of doubt, the Shares sold for purposes of this clause 14.3, shall be sold as part of bulk sale and in calculating the amount of proceeds to be distributed to each Participant the Broker shall apply an average amount attributable to each Share sold in the bulk sale, determined in accordance with the following formula:
- $$Y = (E - F) / G$$
- Where:
- "Y" represents the average amount of proceeds per Share sold as part of the bulk sale;
- "E" represents the total proceeds from the bulk sale of the Shares;
- "F" represents the total amount of costs and securities transfer taxes that are attributable to the bulk sale; and
- "G" represents the total Shares sold in the bulk sale.
- 14.4 For the avoidance of doubt, a Participant may not elect to receive a cash amount *in lieu* of Shares. A Participant will receive a cash payment (in accordance with clause 14.3) only if he fails to comply with the provisions of clause 14.2.
- 14.5 Notwithstanding 14.1, the Participant shall pay, in such manner as Remco may from time to time prescribe, any such additional amount of which Remco may notify the Participant in respect of any deduction on account of Tax as may be required by Applicable Laws which may arise on the Settlement of Shares to him.
- 15. Acquisition of shares**
- 15.1 Subject to clause 22, if the Participant elects to be Settled in Shares (and complies with the provisions of clause 14.2), the Company shall instruct the Broker to procure that the number of Shares contemplated in 14.1 are transferred to the Participant's Brokerage Account as soon as reasonably possible after the Vesting Date.
- 15.2 The Shares will be fully paid up and will rank *pari passu* with the existing issued Shares, and will have the same voting rights as the existing issued Shares. If the Shares are not yet allotted and issued, the Board will procure that they are allotted, issued and listed on the JSE upon issue. **[Sch 14.1(e)]**
- 15.3 The Participant shall have full ownership rights in the Shares delivered to his Brokerage Account.
- 15.4 The Participant shall be personally responsible for maintaining his Brokerage Account and paying all relevant fees associated therewith.
- 16. Clawback, reduction or forfeiture of award**
- Clawback in terms of SOX**
- 16.1 Any Awards made to the Chief Executive Officer and Financial Director may be subject to reduction or forfeiture (in whole or in part) in accordance with section 304 of the Sarbanes Oxley Act, 2002 ("SOX").
- 16.2 It is foreseeable that there may be a change in law (either in accordance with the Proposed Rule pertaining to "Listing Standards for Recovery of Erroneously Awarded Compensation" outlined in Federal Register, Vol 80, No. 134 dated 14 July 2015, or otherwise) that may extend the application of section 304 of SOX to all Prescribed Officers. If this takes place, any Awards made to Prescribed Officers may also be subject to reduction or forfeiture (in whole or in part) in accordance with section 304 of SOX.
- Reduction or Forfeiture**
- 16.3 Remco may exercise its discretion to determine that a Prescribed Officer's or Executive Manager's Award is subject to reduction or forfeiture (in whole or in part) if:
- 16.3.1 there is reasonable evidence of misbehaviour or material error by a Prescribed Officer or Executive Manager (as the case may be); or
- 16.3.2 the financial performance of the Group, the Company, the Employer Company or the relevant business unit for any Financial Year in respect of which an Award is based have subsequently appeared to be materially inaccurate; or
- 16.3.3 the Group, the Company, the Employer Company or the relevant business unit suffers a material downturn in its financial performance, for which the Prescribed Officer or Executive Manager (as the case may be) can be seen to have some liability; or



SCHEME RULES

Part 3 – Deferred share awards continued

- 16.3.4 the Group, the Company, the Employer Company or the relevant business unit suffers a material failure of risk management, for which the Prescribed Officer or Executive Manager (as the case may be) can be seen to have some liability, or in any other circumstances if the Remco determines that it is reasonable to subject the Awards of one or more Prescribed Officers or Executive Managers (as the case may be) to reduction or forfeiture.
- 16.4 To the extent that this clause 16 applies to a Prescribed Officer or Executive Manager (as the case may be), the Remco shall determine if the Prescribed Officer's or Executive Manager's (as the case may be) Award shall be forfeited in whole or in part and, if Remco does so determine that all or a portion of the Prescribed Officer's or Executive Manager's (as the case may be) Award shall be forfeited, that Award shall be forfeited with effect from the date of the determination.
- 16.5 Remco may postpone the Vesting Date in respect of any Prescribed Officer or Executive Manager (as the case may be) if, at the Vesting Date, there is an ongoing investigation or other procedure being carried on to determine whether the forfeiture provisions apply in respect of a Prescribed Officer or Executive Manager (as the case may be), or the Remco decides that further investigation is warranted. In such event, the Vesting Date shall be deemed to be the date upon which the investigation or procedure has been completed and the Remco has determined that the Prescribed Officer's or Executive Manager's (as the case may be) Award shall not be forfeited.
- 17. Termination of employment [Sch 14.1(h)]**
- 17.1 Subject to clause 1.2.8, if a Participant ceases to be employed by the Group by reason of a No Fault Termination prior to the Vesting Date, the Participant's unvested Awards will continue in force in terms of the DSP and will Vest on the original Vesting Date(s), notwithstanding that the Participant has ceased to be employed. The terms and conditions of the DSP will continue to apply and the Deferred Shares shall be Settled in accordance with clause 14, unless Remco determines otherwise.
- 17.2 Subject to clause 1.2.8, if a Participant ceases to be employed by the Group by reason of a Fault Termination, his Award shall be deemed to have been reacquired, unless Remco determines otherwise.



ANNEXURE: DEFERRED SHARE PLAN 2018 CONTINUED

SCHEME RULES

Part 4 – General

18. Insolvency

- 18.1 All unvested Awards shall be deemed to have been reacquired, and accordingly not entitle a Participant to Settlement, upon the Participant making an application for the voluntary surrender of his estate or his estate being otherwise sequestrated or any attachment of any interest of a Participant (including, *inter alia*, as a result of divorce proceedings) under the DSP, unless Remco, in its discretion, determines otherwise and then subject to such terms and conditions as Remco may determine.
- 18.2 If the Company is placed in final liquidation, the Secretary shall notify the Participant thereof in writing and all Awards that have not been Settled at the date of notification shall be forfeited. [Sch 14.1(e)]

19. Poor performance and disciplinary procedures

In the event of pending disciplinary or poor performance procedures against any Participant, or the contemplation of such procedures, then the Vesting and/or Settlement of any Award shall be suspended until the final conclusion of such procedures, at which time the Award shall Vest and/or be Settled, or the provisions of clause 16 shall be applied, whichever is applicable. [Sch 14.1(h)]

20. Adjustments

- 20.1 Notwithstanding anything to the contrary contained herein but subject to 20.5, if the Company makes a Special Distribution and/or if the Company restructures its capital in that it [Sch 14.3]
- 20.1.1 undertakes a rights offer; or
- 20.1.2 is placed in liquidation for purposes of reorganisation; or
- 20.1.3 is party to a scheme of arrangement affecting the structuring of its share capital; or
- 20.1.4 undertakes a conversion, redemption, subdivision or consolidation of its ordinary share capital; or
- 20.1.5 undertakes a bonus or capitalisation issue,
- such adjustments shall be made to the rights of Participants as may be determined to be fair and reasonable to the Participants concerned by Remco; provided that any adjustments pursuant to this 20.1 shall be confirmed by the Auditors and should give a Participant the entitlement to the same proportion of the equity capital as he was previously entitled, and should any Participant be aggrieved, he may utilise the dispute procedures set out in clause 26. No adjustments shall be required in terms of this clause 20.1 if the provisions of clauses 20.5 to 20.7 are applicable, or in the event of an issue by the Company of any securities or securities convertible into Shares as consideration for an acquisition.
- 20.2 The Auditors will confirm to the JSE, in writing, that any adjustments made in terms of clause 20.1 are in accordance with the provisions of the DSP. Such written confirmation will be provided to the JSE at the time that the adjustments are finalised. [Sch 14.3(d)]
- 20.3 Any adjustments made in terms of clause 20.1 will be reported in the Company's annual financial statements in the year during which the adjustment is made. [Sch 14.3(e)]
- 20.4 For the purposes of 20.1, the Company shall be deemed to make a "Special Distribution" if it distributes Shares or any other asset (including cash) to its shareholders:
- 20.4.1 in the course of, and as part of any unbundling, reorganisation, rationalisation, compromise, arrangement or reconstruction (including the amalgamation of two or more companies or entities);
- 20.4.2 in the course of, or as part of, a reduction of capital (including a share repurchase);
- 20.4.3 as a special dividend or other payment in terms of the Companies Act; or
- 20.4.4 in the course of or in anticipation of the deregistration or liquidation of a company for any of the above purposes;
- provided that this clause 20.2 shall not apply to the normal annual interim and final cash or scrip dividends declared by a Company.
- 20.5 No adjustments shall be required in terms of clause 20.1 in the event of the issue of equity securities as consideration for an acquisition in terms of clause 20.6, the issue of securities for cash and the issue of equity securities for a vendor consideration placing. [Sch 14.3(c)]
- 20.6 Subject to clause 20.7, if the Company undergoes a Change of Control after an Award Date, then the rights of Participants under the DSP are to be accommodated on a basis which shall be determined by Remco to be fair and reasonable to Participants. [Sch 14.1(g)]



SCHEME RULES

Part 4 – General continued

- 20.7 If the Company undergoes a Change of Control pursuant to a transaction, the terms of which make provision for Participants' rights under the DSP are to be accommodated on a basis which is determined by an independent merchant bank to be fair and reasonable to Participants, the provisions of clause 20.5 shall not apply; provided that, in such an event, if a Participant's employment by any member of the Group is terminated for any reason whatsoever (including his resignation but excluding the manner contemplated in clause 1.2.8) within 12 months following the Implementation Date he shall be entitled to be Settled on *mutatis mutandis* the basis of clause 20.5 had clause 20.5 been applicable.
[Sch 14.1(g)]
- 21. Reacquisition**
- If, in terms of any provision of the DSP, any Award or portion of an Award is deemed to have been reacquired, the Company is hereby irrevocably and in *rem suam* nominated, constituted and appointed as the sole attorney and agent of the Participant concerned in that Participant's name, place and stead to sign and execute all such documents and do all such things as are necessary for that purpose. [Sch 14.3(f)]
- 22. Tax liability**
- 22.1 Notwithstanding any other provision in these Rules (including clause 14.4), if the Company or an Employer Company is obliged (or would suffer a disadvantage of any nature if they were not) to account for, withhold or deduct any Tax in any jurisdiction which is payable in respect of, or in connection with, the making of any Award, the Settlement to a Participant of Shares, the payment of a cash amount and/or otherwise in connection with the DSP, then the Company or the Employer Company (as the case may be) shall be entitled to account for, withhold or deduct such Tax from any amount due to the Participant and the Company and/or the Employer Company shall be relieved from the obligation to Settle any Shares to a Participant or to pay any amount to a Participant in terms of the DSP until the Tax has been discharged in full.
- 22.2 The Participant agrees that the Company may instruct the Broker to sell some or all of the Shares to be Settled to the Participant and to remit payment to the relevant person of the relevant amounts out of the proceeds of the sale in discharge of the Tax.
- 22.3 Only Prescribed Officers may elect to make payment to the relevant Employer Company of an amount equal to the Tax, in which event Shares will not be sold by the Company to settle the Participant's Tax obligations.
- 22.4 The Company is hereby irrevocably and in *rem suam* nominated, constituted and appointed as the sole attorney and agent of a Participant, in that Participant's name, place and stead to sign and execute all such documents and do all such things as are necessary to give effect to the provisions of clause 22.2.
- 23. Listings and legal requirements**
- 23.1 Notwithstanding any other provision of the DSP –
- 23.1.1 no Shares shall be Settled on any Participant or received pursuant to this DSP if Remco determines, in their sole discretion, that such Settlement will or may violate any Applicable Laws, the Listings Requirements or the listings requirements of any other securities exchange on which the Shares of the Company are listed; and
- 23.1.2 the Company shall apply for the listing of all Shares which are Settled to Participants on the JSE.
- 23.2 Despite the occurrence of a Vesting Date, all Participants shall be subject to the Group's policies and procedures relating to trading in the Company's securities, the Financial Markets Act and the Listings Requirements and no Participant shall undertake any action in respect of that Participant's Shares that will cause the Company to breach its obligations in terms of the Financial Markets Act or the Listings Requirements.
- 23.3 The Company will ensure that no Shares are Settled for the DSP at a time when such acquisition is prohibited by the provisions of the Financial Markets Act or the Listings Requirements. To the extent that the Company is unable to deliver the Shares to a Participant as a result of the provisions of the Financial Markets Act or the Listings Requirements, the Company will deliver the Shares to the Participant as soon as possible after the restriction is lifted; provided that the Company will not be liable for any loss that may be suffered by the Participant as a result of the postponement of delivery in terms of this clause 23.
[Sch 14.9(e)] [Sch 14.9(f)]
- 23.4 Whilst the companies in the Group will make every effort to Settle Shares within a reasonable period of time for purposes of satisfying their obligations under the DSP, they do not guarantee that they will be able to do so within set time periods. As such, the Group will not be liable for any loss that may be suffered by the Participant as a result of any fluctuations in the Share price, or for any other reason.



ANNEXURE: DEFERRED SHARE PLAN 2018 CONTINUED

SCHEME RULES

Part 4 – General continued

24. Amendment of the DSP

- 24.1 It shall be competent for Remco to amend any of the provisions of the DSP subject to the prior approval (if required) of every stock exchange on which the Shares are for the time being listed; provided that no such amendment affecting the Vested rights of any Participant shall be effected without the prior written consent of the Participant concerned, and provided further that no such amendment affecting any of the following matters shall be competent unless it is sanctioned by ordinary resolution of 75% (seventy-five percent) of the shareholders of the Company in a general meeting, excluding all of the votes attached to Shares owned or controlled by existing Participants in the DSP. **[Sch 14.2]**
- 24.1.1 the definition of Eligible Employees and Participants;
- 24.1.2 the definition of Award Price;
- 24.1.3 the calculation of the total number of Shares which may be received for the purpose of or pursuant to the DSP;
- 24.1.4 the calculation of the maximum number of Shares which may be received by any Participant in terms of the DSP;
- 24.1.5 the amount payable by a Participant under the DSP (if any); **[Sch 14.1(d)]**
- 24.1.6 the voting, dividend, transfer or other rights (including rights on liquidation of the Company) which may attach to any or Award; **[Sch 14.10] [Sch 14.1(e)]**
- 24.1.7 the provisions in these Rules dealing with the rights (whether conditional or otherwise) in and to the Deferred Shares of Participants who leave the employment of the Group prior to Vesting;
- 24.1.8 the basis for Awards in terms of these Rules;
- 24.1.9 the treatment of Awards in instances of mergers, takeovers or corporate actions;
- 24.1.10 the termination rights of Participants; and **[Sch 14.1(h)]**
- 24.1.11 the provisions of this clause 24.
- 24.2 Subject to approval from the JSE, clause 24.1 will not apply to any amendment which is:
- 24.2.1 minor and to benefit the administration of the DSP;
- 24.2.2 to take account of any changes in legislation; or
- 24.2.3 to obtain or maintain favourable Tax, exchange control or regulatory treatment for the Company, any Employer Company or any present or future Participant.
- 24.3 Without derogating from the provisions of clause 24.1, if it should become necessary or desirable by reason of the provisions of Applicable Laws at any time after the signing of these Rules, to amend the provisions of these Rules so as to preserve the substance of the provisions contained in these Rules but to amend the form so as to achieve the objectives embodied in these Rules in the best manner, having regard to such Applicable Laws and without prejudice to the Participants concerned, then Remco may (with the prior approval (if required) of every stock exchange on which the Shares are at the time listed) amend these Rules accordingly.

25. Strate

Notwithstanding any provision in these Rules, the Company shall not be obliged to deliver to the Participant share certificates in respect of the Shares settled to him in terms of these Rules but shall instead be obliged to procure such electronic transactions and/or entries and to deliver to the Participant such documents (if any) as may be required to reflect his rights in and to such Shares pursuant to the provisions of the Companies Act, the Financial Markets Act, the Rules of the Central Securities Depository (being Share Transactions Totally Electronic Limited) and the requirements of the JSE.

26. Disputes

- 26.1 Should any dispute of whatever nature arise from or in connection with these Rules (including an urgent dispute), then the dispute shall, unless the parties thereto otherwise agree in writing, be referred to the Group Chief Executive.
- 26.2 In the event that the Group Chief Executive is unable to resolve the dispute, it shall be referred to the Chairman of Remco who, together with the Remco, shall decide thereon, and that decision shall be final and binding on all parties to the dispute.
- 26.3 However, if the dispute relates, directly or indirectly, to the Group Chief Executive, the dispute shall be referred to the Chairman of Remco directly, who, together with the Remco, shall decide thereon and that decision shall be final and binding on all parties to the dispute.
- 26.4 This clause is severable from the rest of these Rules and shall remain in effect even if these Rules are terminated for any reason.



SCHEME RULES

Part 4 – General continued

27. Data protection

- 27.1 By participating in the DSP, a Participant is deemed to agree and consent to:
- 27.1.1 the collection, use and processing by the Employer Company of Personal Information relating to the Participant, for all purposes reasonably connected with the administration of the DSP;
- 27.1.2 the Employer Company, Company, and any member of the Group transferring Personal Information to or between any of such persons for all purposes reasonably connected with the administration of the DSP and the use of such Personal Information by such persons for all purposes reasonably connected with the administration of the DSP;
- 27.1.3 the transfer to and retention of such Personal Information by any third party anywhere in the world for all purposes reasonably connected with the administration of the DSP.

28. Profits and losses and termination of the DSP

- 28.1 The Company shall bear any losses sustained by the DSP which are not recovered from Employer Companies in terms of clause 8. Furthermore, the Company shall be entitled to receive and be paid any profits made in respect of the purchase, acquisition, sale or disposal of Shares.
- 28.2 The DSP shall terminate if Remco so resolves. Any deficit arising from the winding up of the DSP shall be borne by the Company, to the extent not recovered by the Company from Employer Companies.

29. Domicilium and notices

- 29.1 The parties choose *domicilium citandiet executandi* for all purposes arising from the DSP, including the giving of any notice, the payment of any sum, the serving of any process, as follows:
- 29.1.1 the Company:
- Physical address:
Harmony Randfontein Office Park,
Cnr Main Reef Road and Ward Avenue, Randfontein, 1759
- Postal address:
PO Box 2, Randfontein, 1760
- E-mail:
companysecretariat@harmony.co.za
- For attention: The Secretary
- 29.1.2 each Participant:
- The chosen address and/or email address of each Participant shall be the address and/or email address of that Participant reflected in the records of the Group's payroll system from time to time.
- 29.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its *domicilium* to any other physical address and/or (in the case of a Participant) his email address; provided in the case of a Participant such variation is also made to his details on the Group's payroll system.
- 29.3 Any notice given and any payment made by any party to the other which:
- 29.3.1 is delivered by hand during the normal business hours of the addressee (for attention: the Secretary in the case of the Company) at the addressee's *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery;
- 29.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee (for attention: the Secretary in the case of the Company) at the addressee's *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting.
- 29.4 Any notice given by any party to any other party which is transmitted by electronic mail to the addressee at the addressee's electronic address for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee on the date of successful transmission thereof.
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ANNEXURE: DEFERRED SHARE PLAN 2018 CONTINUED

SCHEME RULES

Part 4 – General continued

30. Compliance

- 30.1 The Company shall comply with (and procure compliance by all members of the Group with) all Applicable Laws. The DSP shall at all times be operated and administered subject to all Applicable Laws. **[Sch 14 Generally]**
- 30.2 Without derogating from the generality of the foregoing, the Company shall ensure compliance with Schedule 14 and paragraphs 3.63 to 3.74 of the Listings Requirements of the JSE. **[Sch 14.9(d)]**
- 30.3 The Company, by its signature hereto, undertakes to procure compliance by every Employer Company with these Rules.

31. General provisions

- 31.1 To the extent that shareholder approval is required to authorise any performance by the Group as contemplated in the DSP, such performance shall only take place once the requisite shareholder approval has been obtained. To the extent that the requisite shareholder approval is not obtained, Remco shall exercise its discretion in determining the appropriate response. In certain circumstances, Remco may be obliged to inform the Participants that their rights under the DSP have been postponed or forfeited. The Company will not be liable for any loss that may be suffered by the Participant as a result of such postponement or forfeiture.
- 31.2 The receipt of an Award in any year by a Participant does not create any rights and/or expectations that the same Participant shall be entitled to any further Awards in any subsequent years. An Employee's eligibility to receive Awards shall be determined annually by Remco.
- 31.3 The DSP and participation in it shall not form part of any contract of employment between any Employer Company and any Employee and the rights and obligations of any individual under the terms of his office or employment with the Employer Company shall not be affected by his participation in the DSP. This DSP shall not entitle a Participant any right to continued employment nor shall it afford an individual additional rights to compensation or damages for any loss or potential loss which he may suffer (by reason of being unable to receive Shares or otherwise) in consequence of the termination of any office or employment within the Group for any reason whatsoever, regardless of whether such termination of employment was lawful, unlawful, fair or unfair.
- 31.4 The DSP shall not confer on any person any legal or equitable rights (including, for the avoidance of doubt, any voting rights or rights to receive dividends) against any Employer Company directly or indirectly, or give rise to any cause of action at law or in equity against any Employer Company.
- 31.5 The DSP shall be governed by and construed in accordance with the laws of the Republic of South Africa.



FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements within the meaning of the safe harbor provided by Section 21E of the Exchange Act and Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), with respect to our financial condition, results of operations, business strategies, operating efficiencies, competitive positions, growth opportunities for existing services, plans and objectives of management, markets for stock and other matters.

These forward-looking statements, including, among others, those relating to our future business prospects, revenues, and the potential benefit of acquisitions (including statements regarding growth and cost savings) wherever they may occur in this report and the exhibits, are necessarily estimates reflecting the best judgment of our senior management and involve a number of risks and uncertainties that could cause actual results to differ materially from those suggested by the forward-looking statements. As a consequence, these forward-looking statements should be considered in light of various important factors, including those set forth in this report. Important factors that could cause actual results to differ materially from estimates or projections contained in the forward-looking statements include, without limitation: overall economic and business conditions in South Africa, Papua New Guinea, Australia and elsewhere; estimates of future earnings, and the sensitivity of earnings to gold and other metals prices; estimates of future gold and other metals production and sales; estimates of future cash costs; estimates of future cash flows, and the sensitivity of cash flows to the gold and other metals prices; estimates of provision for silicosis settlement; statements regarding future debt repayments; estimates of future capital expenditures; the success of our business strategy, development activities and other initiatives; future financial position, plans, strategies, objectives, capital expenditures, projected costs and anticipated cost savings and financing plans; estimates of reserves statements regarding future exploration results and the replacement of reserves; the ability to achieve anticipated efficiencies and other cost savings in connection with past and future acquisitions, as well as at existing operations; fluctuations in the market price of gold; the occurrence of hazards associated with underground and surface gold mining; the occurrence of labour disruptions; power cost increases as well as power stoppages, fluctuations and usage constraints; supply chain shortages and increases in the prices of production imports and the availability, terms and deployment of capital; changes in government regulation and the political environment, particularly tax, mining rights, environmental regulation and business ownership including any interpretation thereof; fluctuations in exchange rates and currency devaluations and other macroeconomic monetary policies; the adequacy of the Group’s insurance coverage; and socio-economic or political instability in South Africa, Papua New Guinea, Australia and other countries in which we operate.

The foregoing factors and others described under “Risk Factors” should not be construed as exhaustive.

For a more detailed discussion of such risks and other factors (such as availability of credit or other sources of financing), see the company’s latest Form 20-F which is on file with the Securities and Exchange Commission, as well as the company’s other Securities and Exchange Commission filings. The company undertakes no obligation to update publicly or release any revisions to these forward-looking statements to reflect events or circumstances after the date of this report or to reflect the occurrence of unanticipated events, except as required by law. All subsequent written or oral forward-looking statements attributable to Harmony or any person acting on its behalf are qualified by the cautionary statements herein.