Tshiamiso TRUST

TSHIAMISO TRUST DEED SUMMARY

Please note that this summary of the Tshiamiso Trust Deed is designed to assist claimants and other interested parties with a shorter overview of the legal mandate of the Trust. This summary is not a legally binding document.

History

1.1. The Tshiamiso Trust is responsible for compensating eligible current and former gold mineworkers who:
1.1.1 performed Risk Work at a Qualifying Mine during a Qualifying Period, as defined in the Trust Deed;
1.1.2 developed Silicosis or occupational Tuberculosis due to their work, leading to permanent respiratory impairment; and
1.1.3 in the case of deceased mineworkers, their dependents who are eligible for compensation.

Citizens and/or residents of South Africa and other Southern African Development Community regions may be potential Eligible Claimants because of the work they carried out at Qualifying Mines operated by six mining companies in South Africa. The Object of the Trust is "to give effect to the Settlement Agreement and provide Benefits to Eligible Claimants (being the beneficiaries of the Trust) in the amounts and upon the terms set out in this Trust Deed (Trust Object). The activities of the Trust shall be directed at, and the Trust Fund shall be used for the pursuit of, the Trust Object."

To whom the Trust settlement applies

The Settlement Agreement applies to the majority of gold mineworkers who carried out Risk Work at any one of the 82 qualifying gold mines owned by the six mining companies. Risk Work is defined in the Trust Deed with reference to Section 13 of the Occupational Diseases in Mines and Works Act (ODMWA) and includes work in which a person is exposed to Silica dust of which the composition or concentration is harmful or potentially harmful, or to gases, vapours, chemical substances, factors or working conditions that are harmful or potentially harmful.

The Settlement Agreement applies to ex-mineworkers or the Dependents of ex-mineworkers, who performed Risk Work at Qualifying Mines during the Qualifying Period; from 12 March 1965 to 10 December 2019 (the Effective Date). It includes those who contracted Silicosis during this period or who are diagnosed with Silicosis before December 2031, as well as those who contracted Tuberculosis while employed at such Qualifying Mines or within 12 months of leaving such employment.

The Settlement Agreement does not apply to those who have participated in any other Silicosis settlement, including the Qhubeka Trust settlement, as well as to those ex-mineworkers who elected to opt out of the Settlement Agreement during the opt-out period in late 2019.

Trustees

Three Trustees were nominated by the mining companies, two by the Claimants' Attorneys and one by the government. The first chair of the Trust was nominated jointly by the mining companies and the Claimants' Attorneys.

Trust Advisory Committee

The Trustees are mandated to ensure the appointment of a Trust Advisory Committee comprising representatives of government, trade unions, community leaders and NGOs, and others who Trustees consider could provide a helpful advisory role to the Trust.

Settlement Classes and Benefit Modifiers

The ten settlement classes are listed below. The amounts specified are the maximum a claimant can receive through the Tshiamiso Trust if they meet all the criteria.

The qualifying criteria or Benefit Modifiers applied by the Tshiamiso Trust are set out in the Trust Deed.

Where an ex-miner has worked at one or more of the 82 Qualifying Mines and has also worked at other non-qualifying mines and has contracted Silicosis or work-related Tuberculosis, he or she may be eligible to receive only a pro-rata proportion of the full amount of the claim. However, any ex-miner who worked at a Qualifying Mine for at least 30 years will not have their Benefit modified in this manner. The same applies to the Dependent of a deceased ex-miner.

Where an Eligible Claimant has undertaken Risk Work at a Qualifying Mine but not during a Qualifying Period, the Benefit payable to him shall be reduced pro-rata for that period.

An Eligible Claimant may receive compensation in accordance with only one Benefit class, even where he or she has contracted both Silicosis and Tuberculosis. This also applies in cases where the claimant's condition may advance into a further stage of a disease after a Benefit has already been paid. Once paid, such claimants will not be able to claim again in terms of their worsened condition.

In certain circumstances, a Benefit payment may be reduced in accordance with a tax directive issued by the South African Revenue Service (SARS), with the specified amount being withheld and paid directly to SARS. Where there is more than one Dependent Claimant, the total amount payable to such claimants in aggregate will not exceed the total Benefit payable for that condition.

These are the ten settlement classes for the period 1 February 2026 to 31 January 2027:

1	Silicosis Class 1: up to R84 027.66 (this is for an early stage of Silicosis);
2	Silicosis Class 2: up to R180 059.28;
3	Silicosis Class 3: up to R300 098.80;
4	A Special Award: up to R600 197.60. A Special Award is a discretionary additional payment granted by the Trustees to a Silicosis Class 3 claimant who has at least 10 years of Risk Work at Qualifying Mines and suffers from a severe, specified disease (such as progressive massive fibrosis, lung cancer, cor pulmonale, or systemic sclerosis), where the condition significantly impairs the claimant's ability to work and support Dependents,
5	Dependent of a Deceased Silicosis Claimant who died between 12 March 1965 and 10 December 2019: up to R120 039.52, where Silicosis was the primary cause of death;
6	Dependent of a deceased eligible Silicosis claimant who died between 1 January 2008 and 10 December 2019, where the deceased had the condition referred to in 2 or 3 above: up to R84 027.66;
7	First Degree Tuberculosis – an Eligible Claimant must: (i) have worked underground at a Qualifying Mine for two years; and (ii) have been diagnosed with First Degree Tuberculosis within a year of working at least one shift at a Qualifying Mine: up to R60 019.76;
8	Second Degree Tuberculosis (same conditions as 7 save for Second Degree Diagnosis): up to R120 039.52. The Tuberculosis diagnoses are in line with MBOD definitions;
9	"Historical Tuberculosis" (in the absence of a medical report determining the degree of Tuberculosis): An Eligible Claimant must: (i) have worked at a Qualifying Mine for 2 years between 12 March 1965; and 28 February 1994; (ii) have been issued with a Tuberculosis Certificate (without indicating degree of Tuberculosis) within a year of working at least one shift at a Qualifying Mine: up to R12 003.95 for same condition as (i) and (ii) above but with proof of First Degree Tuberculosis: up to R60 019.76 or Second Degree Tuberculosis: up to R120 039.52;
10	Dependent of a Deceased Tuberculosis Claimant where: (i) the deceased worked underground at a Qualifying Mine for two years; (ii) the deceased died within a year of working at least one shift at a Qualifying Mine; and (iii) Tuberculosis was the primary cause of the deceased's death: up to R120 039.52.

From the third year in the life of the Trust (February 2023), compensation levels will be adjusted for inflation in line with the Consumer Price Index to ensure that the value of the compensation amounts is not eroded by inflation.

Locating Claimants

It is the mandate of the Trust to locate as many Eligible Claimants as it can over the first ten years of its lifespan.

To assist that process:

1	The Claimants' Attorneys are required to provide the Trust with the details of all claimants they represented in the class action litigation;	3	While not a requirement of the Trust Deed, the founding companies also acquired from TEBA, relevant information about employees recruited by them;
2	The founding companies are required to provide the Trust with all available employment records of employees who carried out Risk Work at Qualifying Mines during Qualifying Periods;	4	The Trust also co-operates with the MBOD to acquire information on individuals who have lodged claims for compensation with them, and to the extent feasible, seeks to avoid the duplication of work in respect of individuals entitled to benefits from both the Trust and the MBOD.

CLAIMS PROCESS

MEDICAL EXAMINATION FACILITIES

The Trust is mandated to put in place medical examination facilities to perform reliable Benefit Medical Examinations, including post-mortem examinations where applicable. The Trustees shall compile and maintain a registry of approved medical facilities, bodies and accredited practitioners.

MEDICAL CERTIFICATION PANEL

In consultation with the Medical Advisory Panel (where applicable), the Trustees shall appoint a Medical Certification Panel comprising two to three qualified medical practitioners who have experience in the evaluation of respiratory impairment and occupational lung diseases to assess each medical report submitted in support of each claim.

TRUST CERTIFICATION COMMITTEE

The Trustees shall appoint a Trust Certification Committee comprising qualified personnel who will, under the direction and oversight of the Trustees, Certify the Settling Claimants and Dependent Claimants as set out in clause 12.8.

PAYMENT ADMINISTRATOR

The Trustees shall appoint adequate and duly qualified personnel who will, under the direction and oversight of the Trustees, process payments of Benefits to the bank accounts held in the name of the Eligible Claimants who have been Certified (which accounts must be operational and no closure of such accounts should be in process), in accordance with the amounts of the Benefit set out in the Certification and maintain detailed accounts of payments of Benefits.

CLAIMS OF INDIVIDUALS WHO MAY HAVE DIED AFTER THE "EFFECTIVE DATE"

If a claimant was living as at 10 December 2019 but passed away before being able to lodge a claim, the Executor of his or her estate may lodge the claim.

CLAIMS LODGEMENT

All claims must be lodged by claimants through a Claims Lodgement Officer.

If the Claims Lodgement Officer is not satisfied that a claimant has furnished the documents necessary to substantiate his or her claim, the Lodgement Officer shall inform the claimant which documents are outstanding and, where appropriate, assist the claimant with obtaining such documentation.

Certain documents, including employment records, may take time to verify, due to the nature of inadequate record-keeping in earlier years.

If the Claims Lodgement Officer is satisfied that the required documents have been furnished by the claimant, should he or she be the miner, rather than a dependent of the miner, the claimant will be referred to an accredited medical practitioner for a medical examination. This medical examination will not be required if a claimant has an existing medical report and/or Tuberculosis Certificate. These documents, together with the Lodgement Documents, will be submitted to the Medical Certification Panel or the Trust Certification Committee, where applicable.

Where it is determined, based on the Lodgement Documents, that a claimant does not meet the requirements to qualify as an Eligible Claimant, the Trust (through its authorised processes) shall determine the claimant to be ineligible and issue a Notice of Ineligibility to the claimant, setting out the reasons for such determination. A claimant may request a review of a Notice of Ineligibility within 120 days of it being issued to the claimant.

MEDICAL EXAMINATION

Where a claimant undergoes a medical examination, the Trust will bear the cost if the claimant has performed Risk Work at one or more Qualifying Mines for more than five years. If the claimant has performed less than five years of such work, the claimant will bear the cost of the examination but will be reimbursed if subsequently certified as an Eligible Claimant and paid a Benefit.

Following the medical examination, the Accredited Practitioner shall submit a medical report together with the Lodgement Documents to the Medical Certification Panel. A medical report may include chest x-rays and other diagnostic images, and the results of lung function tests.

The Medical Certification Panel shall review the medical report and, if satisfied, issue a Certificate of Medical Finding. Unless the Certificate of Medical Finding concludes that a claimant is medically ineligible, or the deceased miner in respect of whom a Dependent is claiming is medically ineligible, the Medical Certification Panel shall submit the Certificate of Medical Finding together with the other Lodgement Documents to the Trust Certification Committee.

Should a Certificate of Medical Finding reflect that a claimant (who is not a Dependent) is medically ineligible, he or she may lodge one (1) - and only one - further claim and be entitled to an additional Certificate of Medical Finding based on a further medical report. The claimant will bear the cost of the examination but will be reimbursed if subsequently certified as an Eligible Claimant and paid a Benefit.

CERTIFICATION

Unless the Trust Certification Committee concludes that the claimant is not entitled to Benefits and issues a Notice of Ineligibility, the Trust Certification Committee shall submit its Certification to the Agent representing the founding companies to confirm whether the service information related to the miner in respect of whom the claim is being made is complete. The review by the Agent can take up to 90 days for each application and will depend, to some extent, on the availability of certain records.

PAYMENT ADMINISTRATOR TO FACILITATE PAYMENT OF THE BENEFIT

Once reviewed by the Agent, who has up to 90 days to complete this task, all positively certified Trust Certification Committee decisions are submitted to the Payment Administrator who will validate the successful claimant's bank account and make the approved payment to their verified bank account.

FORM OF RELEASE

A claimant shall be required to sign a Form of Release in which he or she acknowledges and agrees to the provisions relating to the waiver of further claims against the Trust, the Companies and the Claimants' Attorneys, and consents to the Trust collecting, processing and disclosing personal information in accordance with the Trust Deed.

FINANCIAL LITERACY PROGRAMME

The Trustees shall, where reasonable and practicable, establish a financial literacy programme which shall support claimants who receive Benefits through the Trust in order that they be provided with financial literacy information.

NON-PROGRESSION

An Eligible Claimant shall be entitled to receive a Benefit in respect of only one Qualifying Disease, as determined at the time of Certification, and no further or additional Benefit shall be payable in respect of any subsequent progression, deterioration or reclassification of such Qualifying Disease, provided that nothing in this clause shall preclude the Trustees from awarding a Special Award in accordance with the provisions of this Trust Deed.

RESOURCES, SYSTEMS AND STAFF

The Trustees are required to establish and maintain the necessary systems and processes, including information technology systems, to enable the Claims Lodgement Officers, Medical Advisory Panel, Medical Certification Panel, Trust Advisory Panel, Trust Certification Committee, and Payment Administrator to discharge their duties in terms of the Trust Deed.

FRAUD PROTECTION PROGRAMME

The Trustees shall establish a fraud protection programme designed to prevent abuse of the Benefits provided by the Trust.

MEDICAL ADVISORY PANEL

The Trustees shall appoint a medical panel, consisting of at least two qualified medical practitioners with expertise and experience in the evaluation of respiratory impairment and occupational lung diseases, to advise them on any medically related matters.

REVIEWING AUTHORITY

The Trustees shall establish and maintain a dispute resolution function, consisting of:

- the Medical Reviewing Authority; and
- the Certification Reviewing Authority.

Should a claimant dispute the Certificate of Medical Finding, the Certification or a Notice of Ineligibility issued to him or her, the claimant may refer the dispute to the Reviewing Authority for dispute resolution within 120 days.

AGM

The Trustees shall convene at least one meeting of the Trustees within six months of the end of each financial year of the Trust.

DUTIES OF THE TRUSTEES

The Trustees are obliged to fulfil the Trust Object, which is to give effect to the Settlement Agreement and, on this basis, provide Benefits to Eligible Claimants. It must do this in the amounts and based on all the processes and requirements set out in the Trust Deed as soon as is reasonably possible.

The Trustees are obliged to develop an annual financial and operational plan to achieve the Trust Object. This plan must include but is not limited to:

- Marketing and information;
- Prioritising, locating and conducting medical examinations of potential Eligible Claimants;
- Establishing and maintaining the capacity for administering medical examinations;
- Establishing and maintaining locations for Claims Lodgement Officers to execute their duties;
- Establishing and maintaining information technology, budgeting and general administration systems.

ACCOUNTS AND REPORTS

The Trustees shall ensure that proper books of account and records are maintained in respect of the affairs of the Trust and the administration of the Trust Fund, which fairly and accurately reflect the administration of the Trust's affairs and business and record its transactions and financial position.

TERMINATION OF THE TRUST

The Trust terminates upon delivery of a Termination Notice to the Trustees by the Agent and the Claimants' Agent. Upon termination, the Trustees must wind up the affairs of the Trust, settle all outstanding liabilities, and deal with any remaining assets in accordance with the Trust Deed, ensuring that such assets are applied in a manner consistent with the Trust's Object or as otherwise directed in terms of the Deed.

THE QUALIFYING MINES AND QUALIFYING PERIODS

The full details of the Qualifying Mines and Qualifying Periods as defined in the Trust Deed may be found in Schedule F of the Trust Deed.

The details are also available under "Resources" on www.tshiamisotrust.com.

TERMINATION OF THE TRUST

The Trust will remain in existence for 12 years