

# new cash contract

*[Note to Computershare: Ensure that Annexure B is complete.]*

entered into between

\_\_\_\_\_  
(Note to Signatory: Insert Full Name/Registered Corporate Name)

\_\_\_\_\_  
(Note to Signatory: Insert Identity Number/Registration Number/IT Reference Number)

("You")

and

**SASOL LIMITED**

(Registration Number 1979/003231/06)

("Sasol")

1. You and Sasol agree to be bound to the provisions of this Agreement and in particular Annexure A.
2. You warrant in favour of Sasol that:
  - 2.1 You are a Black Person or a Black Group, as the case may be;
  - 2.2 You will be the registered and the beneficial owner of the Sasol BEE Ordinary Shares from the date these shares are registered in Your name;
  - 2.3 the information provided by You in Annexure B and any other information and supporting documentation provided by You to Sasol and/or the Transfer Secretaries is true and complete as at the date of Your signature of this Agreement; and
  - 2.4 each warranty provided in clauses 2.1 to 2.3 is and will be true and complete on the date of Your signature of this Agreement and will continue to be true and complete for the duration of this Agreement.
3. You acknowledge that Sasol will fully rely on the truth and completeness of the above warranties when registering the Sasol BEE Ordinary Shares in Your name.

**YOU:**

**Signature:**

\_\_\_\_\_ who warrants that he/she is duly authorised thereto

**Name of signatory:**

**Date:**

**Place:**

**Witness:**

**Witness:**

**SASOL:**

**Signature:**

\_\_\_\_\_ who warrants that he/she is duly authorised thereto

**Name of signatory:**

**Date:**

**Place:**

**Witness:**

**Witness:**

## ANNEXURE A

### 1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this annexure are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of the Agreement. Unless a contrary intention clearly appears:

- 1.1 words importing:
  - 1.1.1 the masculine include the feminine and *vice versa*;
  - 1.1.2 the singular include the plural and *vice versa*;
  - 1.1.3 natural persons include created entities (corporate or unincorporate) and the state and *vice versa*;
- 1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
  - 1.2.1 **"Additional Sasol BEE Ordinary Shares"** means Sasol BEE Ordinary Shares, in addition to the Designated Sasol BEE Ordinary Shares, which are transferred to, or subscribed for by, You after the Effective Date;
  - 1.2.2 **"Agreement"** means this agreement, including all its annexures;
  - 1.2.3 **"Aggregate Sasol BEE Ordinary Shares"** means collectively, or individually, as the context may require, the Designated Sasol BEE Ordinary Shares and the Additional Sasol BEE Ordinary Shares;
  - 1.2.4 **"BEE Act"** means the Broad-Based Black Economic Empowerment Act, No. 53 of 2003 and any regulations promulgated thereunder;
  - 1.2.5 **"Black Company"** means a company which is a BEE Controlled Company<sup>1</sup> and a BEE Owned Company<sup>2</sup> each as defined in the Codes;
  - 1.2.6 **"Black Entity"** means a vesting trust which qualifies for recognition under the Codes, a broad-based ownership scheme (as contemplated in the Codes), a close corporation, or an unincorporated entity or association, including a partnership, joint venture, syndicate or "stokvel" as may be determined by Sasol in its sole discretion as an entity or association, which may enable Sasol to claim points pursuant to the Codes;
  - 1.2.7 **"Black Groups"** means Black Companies and Black Entities;

<sup>1</sup> A summary of the current definition in the Codes is set out below for Your convenience only, and such summary should not be construed as an interpretation of the Codes.

*A BEE controlled company is a company incorporated in accordance with the laws of South Africa and having a shareholding in which one or more Black People controls or control, on a flow-through basis (as such term is contemplated in the Codes), in excess of 50% of all exercisable voting rights in relation to the ordinary shares or other equity interest of such company, exercisable by members in general meeting or otherwise.*

<sup>2</sup> A summary of the current definition in the Codes is set out below for Your convenience only, and such summary should not be construed as an interpretation of the Codes.

*A BEE owned company means a company incorporated in accordance with the laws of South Africa and having a shareholding in which one or more Black People:*

1. *beneficially owns or own, on a flow-through basis (as such term is contemplated in the Codes and which excludes measurement utilising the modified flow-through basis), in excess of 50% of the ordinary shares or other equity interest of such company; and*
2. *is or are entitled to in excess of 50% on a flow-through basis (as such term is contemplated in the Codes and which excludes measurement utilising the modified flow-through basis) of all economic interest in relation to such ordinary shares or other equity interest of such company.*

- 1.2.8 **"Black Person/s"/"Black People"** means a 'black person' as defined in the BEE Act and/or the Codes and/or any charter applicable to the Sasol group of companies, whichever is the most stringent as at the date of Selling the Sasol BEE Ordinary Shares, and "Black" shall be construed accordingly;
- 1.2.9 **"Business Day"** means any day other than a Saturday or a Sunday or an official public holiday in the Republic of South Africa;
- 1.2.10 **"Codes"** means the Codes of Good Practice promulgated in terms of section 9(1) of the BEE Act;
- 1.2.11 **"Custodian"** means a custodian appointed by Sasol from time to time, in its discretion;
- 1.2.12 **"Designated Sasol BEE Ordinary Shares"** means that number of Sasol BEE Ordinary Shares as set out in Annexure B;
- 1.2.13 **"Effective Date"** means the date on which the Designated Sasol BEE Ordinary Shares are registered in Your name;
- 1.2.14 **"Empowerment Period"** means a period ending on 7 September 2018, or such shorter period as may be determined by Sasol;
- 1.2.15 **"Encumbrance"** means any mortgage, charge, pledge, hypothecation, lien, cession or assignment by way of security, option, right to acquire, right of pre-emption, preferential right or arrangement, right of retention or agreement to confer security or any restriction or other arrangement whatsoever which has the same or a similar effect to the granting of security, and **"Encumber"** shall be construed accordingly;
- 1.2.16 **"Forced Sale Value"** means the value of a Sasol BEE Ordinary Share determined by Sasol in accordance with the formula set out in Annexure A(1);
- 1.2.17 **"Public Facilitation Trust"** means Sasol Inzalo Public Facilitation Trust, IT Reference No. 1182/2008;
- 1.2.18 **"Sasol Articles"** means the articles of association of Sasol until the Companies Act, No. 71 of 2008 comes into force and thereafter means Sasol's memorandum of incorporation;
- 1.2.19 **"Sasol BEE Ordinary Shares"** means no par value shares in Sasol's share capital designated as 'Sasol BEE Ordinary Shares';
- 1.2.20 **"Sasol BEE Shareholders"** means registered holders of Sasol BEE Ordinary Shares;
- 1.2.21 **"Sasol Ordinary Shares"** means ordinary shares of no par value in the stated share capital of Sasol;
- 1.2.22 **"Sell"** means sell or otherwise dispose of or transfer (including, but without limiting the generality of the foregoing, by way of donation or dividend or distribution of assets), and "Sale" and "Sold" shall be construed accordingly;
- 1.1.23 **"Trading Market"** means the mechanism which Sasol will use its reasonable endeavours to establish, for trading in Sasol BEE Ordinary Shares after 8 September 2010;
- 1.2.24 **"Transfer Secretaries"** means Computershare Investor Services (Proprietary) Limited (Registration No. 2004/003647/07) or a transfer secretary selected by Sasol from time to time in its discretion;
- 1.2.25 **"VWAP"** means volume weighted average price of a Sasol Ordinary Share, being the total value of the Sasol Ordinary Shares traded for a specified period divided by the number of Sasol Ordinary Shares traded for that period;
- 1.3 any reference in the Agreement to You shall, if You are liquidated or sequestrated, as the case may be, be applicable also to and binding upon Your liquidator or trustee;

- 1.4 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

## 2. DURATION

- 2.1 The Agreement will come into force on the Effective Date and shall remain in force until the earlier of the expiration of the Empowerment Period and the date on which You Sell the last of Your Sasol BEE Ordinary Shares.
- 2.2 Notwithstanding the provisions of clause 2.1, the expiration or termination of the Agreement shall not affect such of the provisions of the Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

## 3. CUSTODIAN AND TRANSFER SECRETARIES

- 3.1 You agree that Your Sasol BEE Ordinary Shares will be held in certificated form. You agree that, at Your risk, Your share certificates will be deposited with and will be held on Your behalf by the Custodian. You agree that, in addition to any express provisions in the Agreement, You will be bound by those parts of any agreement which Sasol concludes with the Custodian and which are standard in the market, provided that You will not in any way be liable for any fees of the Custodian.
- 3.2 If You have Encumbered Your Sasol BEE Ordinary Shares in accordance with the requirements of clause 5.3.1, the Custodian will hold Your share certificate on behalf of the person in whose favour the Encumbrance has been given.
- 3.3 Your share certificate will be released by the Custodian to the Transfer Secretaries for implementing any transfer of Your Sasol BEE Ordinary Shares as is permitted in terms of:
- 3.3.1 the Sasol Articles;
- 3.3.2 the Agreement;
- 3.3.3 any agreement providing for an Encumbrance complying with clause 5.3.1.
- 3.4 Subject to clause 6.1, the Transfer Secretaries will issue a new share certificate to a new owner of Your Sasol BEE Ordinary Shares which shall be deposited with the Custodian. To the extent that You have not Sold all of Your Sasol BEE Ordinary Shares, Your new share certificate in respect of such Sasol BEE Ordinary Shares which have not been Sold will be redeposited with the Custodian.
- 3.5 After the Empowerment Period, Your Sasol BEE Ordinary Share certificate will be posted by the Custodian to Your address for service selected by You in Annexure B, at Your risk.
- 3.6 The Custodian shall not be liable to You for any direct, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever or howsoever caused, arising as a result of any act or omission (including any negligent, or grossly negligent act or omission) on the part of the Custodian as regards Your Sasol BEE Ordinary Shares.

## 4. WARRANTIES

All the warranties given by You in terms of the Agreement shall be deemed to be material.

## 5. YOUR UNDERTAKINGS

You undertake:

- 5.1 if You are a Black Group, until the expiry of the Empowerment Period, while You continue to hold Sasol BEE Ordinary Shares, that You shall remain a Black Group;

- 5.2 to provide Sasol, at Your own cost, within 30 (thirty) days of its written request, with a BEE compliance certificate in a form acceptable to Sasol, from a verification agency selected by Sasol, certifying, whichever is applicable, that You are a Black Person or if You are a Black Group that You are in compliance with clause 5.1. If You are a Black Person and no verification agency verifies natural people, then You undertake to provide Sasol with such documentation reasonably required by Sasol in order to satisfy itself that You are a Black Person;

5.3 not to:

- 5.3.1 Encumber Your Sasol BEE Ordinary Shares at any time during the Empowerment Period unless the terms of the agreement providing for such Encumbrance expressly provide that if the security is realised, the Sasol BEE Ordinary Shares may only be Sold to Black People and/or Black Groups;
- 5.3.2 Sell Your Sasol BEE Ordinary Shares or any rights or interests therein prior to the end of the Empowerment Period to anyone who is not a Black Person or Black Group.

## 6. PROVISIONS APPLICABLE TO SALES OF SASOL BEE ORDINARY SHARES

- 6.1 Save for a Sale to the Public Facilitation Trust, You undertake, in respect of every permitted Sale of Your Sasol BEE Ordinary Shares to:
- 6.1.1 thoroughly check that the buyer is in fact a Black Person or a Black Group;
- 6.1.2 obtain a copy of an agreement from the Transfer Secretaries which must be signed by the new owner only in the event that such new owner has not already signed such an agreement and to deliver to the Transfer Secretaries an original of such an agreement,
- and, save for the transfer of the Sasol BEE Ordinary Shares to Your heirs in the event of Your death or the Sale by Your liquidator or trustee in the event of Your insolvency, the Sale must take place in the Trading Market, provided that Sasol has established one.
- 6.2 You are not obliged to first offer Your Sasol BEE Ordinary Shares to other Sasol BEE Shareholders.

## 7. BREACH

- 7.1 If at any time during the Empowerment Period:
- 7.1.1 You have in any way committed a breach of any of the warranties set out in the Agreement;
- 7.1.2 You breach any of the provisions set out in clauses 5.1, 5.2, 5.3.1 or 5.3.2;
- 7.1.3 You breach the provisions set out in clause 6.1;
- 7.1.4 You have made a fraudulent or untrue statement in any documents provided by You to Sasol and/or to the Transfer Secretaries, or any information cannot be verified to Sasol's satisfaction,
- You shall immediately notify Sasol in writing.

- 7.2 At any time after learning of the occurrence of an event contemplated in any one of the provisions in clause 7.1, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy Your Sasol BEE Ordinary Shares by giving You written notice, in which event a Sale of Your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:

- 7.2.1 Your Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of the occurrence of an event contemplated in any one of the provisions set out in clause 7.1;

- 7.2.2 the purchase price of Your Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the occurrence of the relevant event, discounted by 50% (fifty per cent);
- 7.2.3 the purchase price, less an amount equal to the amount of dividends paid to You during the period in which You were in breach, shall be payable against delivery of the transfer form for Your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 3 (three) days from the date when the Public Facilitation Trust gives You notice, then You agree that the Public Facilitation Trust is irrevocably and in *rem suam* authorised and appointed as Your attorney and agent to sign the necessary transfer forms;
- 7.2.4 the Sasol BEE Ordinary Shares shall be purchased *voetstoots* and without any warranties or representations of any nature whatsoever, save that:
  - 7.2.4.1 You are the beneficial as well as registered owner thereof; and
  - 7.2.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;
- 7.2.5 the securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.

## 8. DEATH

- 8.1 If You are a Black Person:
  - 8.1.1 who dies during the Empowerment Period, then:
    - 8.1.1.1 the Public Facilitation Trust will not have the right to buy Your Sasol BEE Ordinary Shares pursuant to clause 7 even though those shares as a result may now be held in breach of the requirements of the Agreement unless clause 8.2 applies;
    - 8.1.1.2 Your executor, instead of having to do so immediately, will have 180 (one hundred and eighty) days to transfer Your Sasol BEE Ordinary Shares, subject to compliance with clause 6, to Your heir/s provided that such heir/s is/are a Black Person or a Black Group, or Your executor may Sell Your Sasol BEE Ordinary Shares to any Black Person and/or a Black Group.
- 8.2 If Your executor has not complied with clause 8.1.1.2, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy Your Sasol BEE Ordinary Shares by written notice to Your executor, in which event a Sale of Your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
  - 8.2.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of Your death;
  - 8.2.2 the purchase price of Your Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to Your executor, discounted by 10% (ten per cent). The reason for the discount is to encourage Your executor to find a suitable buyer if Your heir/s is/are not a Black Person/s or a Black Group, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy Your Sasol BEE Ordinary Shares;
  - 8.2.3 the purchase price, less an amount equal to the amount of dividends paid to You during the period in which Your executor was in breach of clause 8.1.1.2, shall be payable against delivery of the transfer form for Your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives You notice, then You agree that the Public Facilitation Trust is irrevocably and in *rem suam* authorised and appointed as Your attorney and agent, or that of Your executor, to sign the necessary transfer forms;
- 8.3 If You are a Black Group and any of Your shareholders, members, participants or beneficiaries die, as a result of which, during the Empowerment Period, You are no longer a Black Group, then:
  - 8.3.1 the Public Facilitation Trust will not have the right to buy Your Sasol BEE Ordinary Shares pursuant to clause 7 even though those shares as a result may now be held in breach of the requirements of the Agreement unless clause 8.4 applies;
  - 8.3.2 if the death occurs during the Empowerment Period, You can Sell Your Sasol BEE Ordinary Shares to a Black Group and/or a Black Person in accordance with clause 8.3.3;
  - 8.3.3 instead of having to remedy the breach caused by the death immediately You will have 180 (one hundred and eighty) days from the date of the death to act in accordance with clause 8.3.2.
- 8.4 If Your Sasol BEE Ordinary Shares have not been Sold or the breach caused by the death has not otherwise been remedied within 180 (one hundred and eighty) days from the date of the death in question, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy Your Sasol BEE Ordinary Shares by written notice to You, in which event a Sale of Your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
  - 8.4.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of the death in question;
  - 8.4.2 the purchase price of the Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to You, discounted by 10% (ten per cent). The reason for the discount is to encourage You to find a suitable buyer if the breach caused by the death cannot otherwise be remedied, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy Your Sasol BEE Ordinary Shares;
  - 8.4.3 the purchase price, less an amount equal to the amount of dividends paid to You during the period in which You have been in breach of clause 8.3.2, shall be payable against delivery of the transfer form for Your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives You notice, then You agree that the Public Facilitation Trust is irrevocably and in *rem suam* authorised and appointed as Your attorney and agent, or that of Your executor, to sign the necessary transfer forms;

- notice, then You agree that the Public Facilitation Trust is irrevocably and in *rem suam* authorised and appointed as Your attorney and agent to sign the necessary transfer forms;
- 8.4.4 the Sasol BEE Ordinary Shares shall be purchased *voetstoots* and without any warranties or representations of any nature whatsoever, save that:
- 8.4.4.1 You are the beneficial as well as registered owner thereof; and
- 8.4.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;
- 8.4.5 the securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.

## 9. INVOLUNTARY INSOLVENCY/LIQUIDATION

- 9.1 If You are a Black Person who is involuntarily sequestered (whether provisionally or finally), during the Empowerment Period, then:
- 9.1.1 the Public Facilitation Trust will not have the right to buy Your Sasol BEE Ordinary Shares pursuant to clause 7 even though those shares as a result may now be held in breach of the requirements of the Agreement unless clause 9.2 applies;
- 9.1.2 the trustee, instead of having to do so immediately, will have 180 (one hundred and eighty) days from the date of Your provisional sequestration to Sell Your Sasol BEE Ordinary Shares, subject to compliance with clause 6, to any Black Person and/or a Black Group.
- 9.2 If the trustee has not complied with clause 9.1.2, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy Your Sasol BEE Ordinary Shares by written notice to the trustee, in which event a Sale of Your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
- 9.2.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of Your provisional sequestration;
- 9.2.2 the purchase price of the Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to the trustee, discounted by 10% (ten per cent). The reason for the discount is to encourage the trustee to find a suitable buyer, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy Your Sasol BEE Ordinary Shares;
- 9.2.3 the purchase price, less an amount equal to the amount of dividends paid to You during the period in which the trustee was in breach of clause 9.1.2, shall be payable against delivery of the transfer form for Your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives the trustee notice, then You agree that the Public Facilitation Trust is irrevocably and in *rem suam* authorised and appointed as Your attorney and agent to sign the necessary transfer forms;
- 9.2.4 the Sasol BEE Ordinary Shares shall be purchased *voetstoots* and without any warranties or representations of any nature whatsoever, save that:
- 9.2.4.1 You are the beneficial as well as registered owner thereof; and
- 9.2.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;
- 9.2.5 the securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.
- 9.3 If You are a Black Group and any of You are involuntarily liquidated (provisionally or finally), as a result of which, during the Empowerment Period, You are no longer a Black Group, then:
- 9.3.1 the Public Facilitation Trust will not have the right to buy Your Sasol BEE Ordinary Shares pursuant to clause 7 even though those shares as a result may now be held in breach of the requirements of the Agreement unless clause 9.4 applies;
- 9.3.2 if it is not possible for the breach to be remedied during the Empowerment Period, Your liquidator can Sell Your Sasol BEE Ordinary Shares to a Black Group and/or a Black Person;
- 9.3.3 instead of having to remedy the breach immediately Your liquidator will have 180 (one hundred and eighty) days from the date of Your provisional liquidation to act in accordance with clause 9.3.2.
- 9.4 If Your Sasol BEE Ordinary Shares have not been Sold or the breach caused by the liquidation has not otherwise been remedied within 180 (one hundred and eighty) days from the date of Your liquidation, the Public Facilitation Trust shall be entitled, but shall not be obliged to buy Your Sasol BEE Ordinary Shares by written notice to Your liquidator, in which event a Sale of Your Sasol BEE Ordinary Shares shall be deemed to have been concluded on the following terms and conditions:
- 9.4.1 the Sasol BEE Ordinary Shares shall be acquired with effect from the day prior to the date of Your provisional liquidation;
- 9.4.2 the purchase price of the Sasol BEE Ordinary Shares shall be the Forced Sale Value calculated as at the date of the written notice from the Public Facilitation Trust to Your liquidator, discounted by 10% (ten per cent). The reason for the discount is to encourage Your liquidator to find a suitable buyer, because Sasol will, if it wishes to maintain the same level of Black ownership, have to fund the Public Facilitation Trust to enable it to exercise its right to buy Your Sasol BEE Ordinary Shares;
- 9.4.3 the purchase price, less an amount equal to the amount of dividends paid to You during the period in which Your liquidator was in breach of clause 9.3.2, shall be payable against delivery of the transfer form for Your Sasol BEE Ordinary Shares. If the Public Facilitation Trust has not received the requisite transfer form within 7 (seven) days from the date when the Public Facilitation Trust gives Your liquidator notice, then You agree that the Public Facilitation Trust is irrevocably and in *rem suam* authorised and appointed as Your attorney and agent to sign the necessary transfer forms;
- 9.4.4 the Sasol BEE Ordinary Shares shall be purchased *voetstoots* and without any warranties or representations of any nature whatsoever, save that:
- 9.4.4.1 You are the beneficial as well as registered owner thereof; and
- 9.4.4.2 no person has any right of any nature whatsoever to acquire the Sasol BEE Ordinary Shares in question;

- 9.4.5 the securities transfer tax payable in respect of the registration of transfer of the Sasol BEE Ordinary Shares Sold in terms hereof shall be borne by the Public Facilitation Trust.

## 10. RIGHTS FOR THE BENEFIT OF THE PUBLIC FACILITATION TRUST

The provisions of the Agreement constitute a benefit for the Public Facilitation Trust, which it will be entitled to accept at any time by giving written notice of such acceptance to Sasol including an address for the purposes of clause 12.

## 11. FINANCIAL STATEMENTS

- 11.1 You will only be entitled to receive abridged annual financial statements in respect of Sasol, which will be made available on SENS and on Sasol's website.
- 11.2 The full annual financial statements will not automatically be distributed to You, unless You notify Sasol in writing, marked for the attention of the company secretary, that You wish to receive a hard copy of the full annual financial statements. The full annual financial statements will be accessible on Sasol's website and an announcement will be made on SENS when they are available.

## 12. ADDRESS FOR SERVICE

- 12.1 The parties choose as their addresses for service for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:

### 12.1.1 SASOL:

Physical: 1 Sturdee Avenue  
Rosebank  
2196

Postal: PO Box 5486  
Johannesburg  
2000

Telefax: 011 788 5091

Attention: Company Secretary

### 12.1.2 YOU:

The addresses as set forth in Annexure B.

- 12.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

- 12.3 Either party may by notice to the other parties change the physical address chosen as its address for service to another physical address where postal delivery occurs in the Republic of South Africa or its postal address or its telefax number provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party.

- 12.4 Any notice to a party:

12.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to its chosen address for service shall be deemed to have been received on the 7th (seventh) Business Day after posting (unless the contrary is proved);

12.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address for service shall be deemed to have been received on the day of delivery;

12.4.3 sent by telefax to its chosen telefax number shall be deemed to have been received on the date of despatch (unless the contrary is proved).

- 12.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for service.

## 13. AMENDMENT

You agree that the Agreement can be amended either by:

- 13.1 You, Sasol and if it has accepted the benefits, the Public Facilitation Trust, signing a written agreement to that effect; or

- 13.2 Sasol and if it has accepted the benefits, the Public Facilitation Trust, signing a document incorporating any amendment approved by a resolution passed at a separate class meeting of the Sasol BEE Shareholders in respect of which of those Sasol BEE Shareholders present at the meeting and holding at least 65% (sixty five per cent) of the Sasol BEE Ordinary Shares at that meeting, voted, in favour of such resolution and which resolution expressly provides for the amendment of all agreements (including the Agreement) which bind the Sasol BEE Shareholders in a similar manner to the Agreement. A copy of this amending document will be furnished to You.

## Annexure A (1) – Forced Sale Value Formula

$MV = SP$

MV = Market value of 1 Sasol BEE Ordinary Share, does not take into account any liquidity discount resulting from the restrictions on tradability, which may be applied when trading in the Sasol BEE Ordinary Shares

SP = 5 day VWAP of a Sasol Ordinary Share

In the event of any corporate action, the formulae will be adjusted appropriately, if required.

Annexure B – Your details

Part A: Black Person												
Number of Sasol BEE Ordinary Shares acquired around the time that You sign this Agreement												
Title												
Surname												
First names												
National RSA identity number												
Income tax reference number (if applicable)												
Gender	Male								Female			
Contact numbers	Cell											
	Business											
	Home											
	Fax											
	Email											
Postal address												
											Postal code	
Residential address												
											Postal code	
Race		African		Indian		Coloured		Chinese				
Disabled (as defined)	Y	N	As defined in the Codes of Employment of People with Disabilities issued under the Employment Equity Act, 1998									
Unemployed (as defined)	Y	N	An unemployed person who is not attending and not required by law to attend an educational institution, nor awaiting admission to an educational institution									

Part B: Black Group													
Number of Sasol BEE Ordinary Shares acquired around the time that You sign this Agreement													
Black Group registered name													
Black Group registration number (if applicable)													
Type of Black Group													
Income tax reference number (if applicable)													
Date established	Y	Y	Y	Y	M	M	D	D					
Contact numbers	Cell												
	Business												
	Home												
	Fax												
	Email												
Postal address of Black Group													
											Postal code		
Principal place of business													
											Postal code		
<b>Please use the "flow-through" method according to the Codes to determine the following percentages: (<a href="http://www.thedti.gov.za">www.thedti.gov.za</a> – Chapter Three: Statement 100 of Code 100)</b>													
% Black ownership/membership in Black Group (Beneficiaries in case of trust or section 21 company)													%
% Black women ownership/membership in Black Group (Beneficiaries in case of trust or section 21 company)													%
Where does Your organisation have offices or representation? (Mark only one)				National (Multiple provinces)		or		Provincial (One province)					

<b>Part C: Black Group (Details of authorised signatory or authority to act on behalf of Black Group)</b>	
Number of Sasol BEE Ordinary Shares acquired around the time that You sign this Agreement	
Title (signatory 1)	
Surname 1	
First names	
National RSA identity number	
Contact numbers	Cell
	Business
	Home
	Fax
	Email
Postal address	
	Postal code
Residential address	
	Postal code
<b>(Details of alternate signatory or representative of the Black Group)</b>	
Title (signatory 2)	
Surname 2	
First names	
National RSA identity number	
Contact numbers	Cell
	Business
	Home
	Fax
	Email
Postal address	
	Postal code
Residential address	
	Postal code

<b>Part D: Black Person and Black Group (Banking details of the Black Person or Black Group)</b>	
Account holder's name must be the same as You	
Bank account holder's name	
Name of bank	
Account type	Cheque <input type="checkbox"/> Transmission <input type="checkbox"/> Savings <input type="checkbox"/>
Bank account number (11 digits)	
Bank branch code	
<p>Please ensure that your bank stamps this Part D to ensure accuracy and validity of the bank account.</p>	
BANK STAMP	