

AGREEMENT

between

SOUTH DEEP JOINT VENTURE

an unincorporated joint venture between GFI Joint Venture Holdings (Pty) Limited and
Gold Fields Operations Limited
(the "Company")

and

NATIONAL UNION OF MINEWORKERS

and

UASA – THE UNION

As principals and on behalf of their members as defined herein
(herein respectively referred to as the "NUM" and "UASA" or as "the Unions")
(collectively, the Company and Unions will herein be referred to as "the Parties")

**THE 2021 - 2023 REVIEW OF WAGES AND OTHER CONDITIONS OF
EMPLOYMENT**

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1 APPLICATION OF AGREEMENT

1.1 This Agreement shall apply to the Company as well as to the Unions and their members who are employed in the Category 4 to 8, Miners & Artisans and Officials recognition units of the Company.

1.2 It is hereby recorded that by virtue of not having a clear majority Union in any of the Bargaining Units, apart from Category 4-8 where NUM is the majority Union, the Unions have agreed to act jointly for the purposes of collective bargaining. This working relationship ensures that the Unions will be the majority representative of the employees in each bargaining unit. All wage and or conditions of employment demands have been jointly submitted to the Company.

1.3 The Company and Unions agree that this Agreement shall, by virtue of the provisions of section 23(1)(d) of the Labour Relations Act 66 of 1995, as amended ("the LRA"), bind all other employees employed by the Company, whether or not they are members of the Unions, who are employed in the abovementioned recognition units.

1.4 The duration of this Agreement shall be for a period of 3 (three) years commencing on 01 March 2021.

2 AMENDMENT TO RECOGNITION AGREEMENT

2.1 The Parties recognise that Gold Fields South Deep Mine is a member of the Minerals Council. The Parties however agree that, for the purposes of the 2021 negotiations on wages and other conditions of employment, the Parties will negotiate independently of the other Gold Caucus members, however Gold Fields remains a member of the Minerals Council.

3 WAGE INCREMENTS

3.1 The basic salaries of all Category 4 to 8 Employees shall be increased as follows:

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Category 4 to 8 Employees	
First Year (from 1 March 2021).	Minimum entry level for underground employees of R 12 587,00 per month. Minimum entry level for surface employees of R 10 950,00 per month. Increase to all remaining employees in category 4 to 8 of 8%.
Second Year (from 1 March 2022).	Minimum entry level for underground employees of R 13 594,00 per month. Minimum entry level for surface employees of R 11 826,00 per month. Increase to remaining employees in category 4 to 8 of 8% or CPI (whichever is the higher of the two).
Third Year (from 1 March 2023).	Minimum entry level for underground employees of R 14 681,00 per month. Minimum entry level for surface employees of R 12 772,00 per month. Increase to remaining employees in category 4 to 8 of 8 % or CPI (whichever is the higher of the two).

3.2 The basic salaries of all Miners, Artisans and Officials on the COM structure, and the total package salaries of Miners, Artisans and Officials on the GRP structure shall be increased as follows:

Miners, Artisans and Officials	
First Year (from 1 March 2021).	6 % increase
Second Year (from 1 March 2022).	6% increase or CPI (whichever is the higher of the two).
Third Year (from 1 March 2023).	6% increase or CPI (whichever is the higher of the two).



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3.3 A schedule is attached hereto as **Annexure A** detailing the minimum basic wage or GRP applicable per grade.

3.4 CPI shall mean 'the monthly headline consumer inflation rate published from time to time by Statistics South Africa.' For the purposes of this Agreement CPI will be calculated as follows:

- i) the CPI rates for the months of July to December will be examined;
- ii) thereafter the rates for the 6 (six) months mentioned in sub-paragraph above, the months with the highest and lowest CPI rates will be discounted; and
- iii) the CPI rates for the remaining 4 (four) months will be averaged.

3.5 The Parties agree to re-open negotiations in respect of wages only in the event of the percentage increase for 2022 and 2023 being more than three percent (3%) higher than the prevailing CPI.

3.6 The Parties further agree that over and above the increases assigned for 2021, special market adjustments will be made for Instrument Mechanics, Technicians, and Trackless Supervisors, who earn below the minimum levels outlined in the table below. These positions are critical to the success of the Company and market research has illustrated that the Company is lagging the market in relation to these positions. It is recoded that the across the board increase as expressed for 2021 in clause 3.2 is applied first. Thereafter any employee in these positions who are still below the market minimum after the 2021 increase implementation, will be moved to the minimum of the applicable designation as expressed below:

South Deep Designation	Grade	Market Minimum
Instrument Mechanician UG	C2	R35 584.00
Instrument Mechanician SR	C2	R32 874.00
Instrument Technician	C5	R37 535.00
Trackless Supervisor Operations	C5	R39 545.00

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4. **SHIFT ALLOWANCES**

4.1 Employees are required to work variable shift patterns or changing shifts in order to respond to the operational requirements of the business. Employees required to work continuous operational shifts, will be eligible to receive a differentiated shift allowance.

4.2 Shift allowances are non-pensionable payments which compensate employees who work regular shift patterns, the size of payment being determined by the extent to which working patterns vary. The quantum of the shift allowance is usually linked to factors such as the time when the shifts are worked, shift length, whether Sunday and/or night work is involved and the speed of rotation. Shift Allowances also serves to compensate employees in lieu of the following public holidays:

- i) Human Rights Day (21 March)
- ii) Freedom Day (27 April)
- iii) Youth Day (16 June)
- iv) National Women's Day (9 August)
- v) Heritage Day (24 September)
- vi) Day of Reconciliation (16 December)

4.3 The shift allowance payable for shift work is expressed as an agreed percentage of basic pay for those employees on COM conditions, or 65% of GRP for those employees on GRP conditions. The shift allowance applicable to the various shift configurations is outlined in clauses 4.7 and 4.8.

4.4 The Parties agree that with effect 1 October 2021, all employees who prior to this Agreement were receiving a standard FULCO allowance, will no longer receive this allowance. This allowance will be replaced by a monthly shift allowance, applicable to the relevant shift configuration, as per clauses 4.7 and 4.8. To facilitate the transition to the differentiated shift allowances, employees receiving the higher FULCO allowance will receive a non-pensionable, static, taxable "Person to Holder Allowance", calculated as the difference between their current fixed FULCO Allowance and the Shift Allowance applicable to their shift configuration.

4.5 It is specifically agreed that the "Person to Holder Allowance" referred to above will be grandfathered to existing employees only, and that new employees will not be entitled to receive this allowance.

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4.6 It is furthermore agreed that should recipients of the "Person to Holder allowance" move to a different shift configuration requiring the payment of a higher shift allowance, the "Person to Holder Allowance" will be offset against such higher allowance.

4.7 Shift Allowance Schedule for Category 4 – 8 employees:

Shift Configuration	Description	No of Employees	Current Allowance	Proposed Allowance	Person to Holder Allowance
4x4 (Rotational shifts)	4 on, 4 off, 11,5 hrs shifts, 6 Public Holidays	556	R3,870 pm*	18.35% (R2,139 pm)	R1,731 pm
4-3,5-2 (Permanent day shift)	11 hrs shift, overtime and 6 Public Holidays	58	R3,870 pm	18.35% (R2,139 pm)	R1,731 pm
5-2,6-1 (Permanent day shift)	ESF 9 hours, 6 Public Holidays	151	R3,870 pm	1,54%	R3,690,60 pm
7-2, 7-5	9 hrs Morning, night rotation, 6 Public Holidays	3	R3,870 pm	18.35% (R2,139 pm)	R1,731 pm
5-2		20	N/A	N/A	N/A

*The current FULCO allowance for Cat 4-8 employees is a fixed rand value allowance equivalent to R3,870 pm, rather than a % based allowance.

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Shift Allowance Schedule for Miner Artisan and Officials:

Shift Configuration	Description	No of Employees	Current Allowance	Proposed Allowance	Person to Holder Allowance
4x4 (Rotational shifts)	4 on, 4 off, 11,5 hrs shifts, 6 Public Holidays	497	18.35%	18.35%	R0
4-3,5-2 (Permanent day shift)	11 hrs shift, overtime for additional hours worked and 6 Public Holidays	126	18.35%	18.35%	R0
5-2,6-1 (Permanent day shift)	ESF 9 hours, 6 Public Holidays	220	18.35% (R6,057 pm)	1,54%	R5548,81 pm
7-1, 7-1, 7-5	8 Hours Morning, afternoon, night rotation, Sundays & 6 Public Holidays	24	18.35%	18.35%	R0
5-2		173	N/A	N/A	N/A

4.9

The provisions of grandfathering the current shift allowance, as provided for in this clause, is a once-off concession and does not in any way whatsoever constitute a precedence nor does it place an obligation on the Company to deal with future changes to shift configurations in a similar manner. It is specifically recorded that going forward any change in shift configuration will trigger a change in the shift allowance without the Company being required to make good for the difference.

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5. **UNBUNDLING OF GRP**

- 5.1 It is the Parties interest to seek opportunities to standardise conditions of employment across the various bargaining units and in so doing simplify the payroll.
- 5.2 Towards this end, Officials currently on GRP conditions of employment will be given a period of 6 (six) months only, from the signing of this Agreement, to move to COM conditions, through the unbundling of their GRP.
- 5.3 The conversion from GRP to COM conditions of employment will be on a voluntary basis. To assist employees with this decision, employees will be provided with a line-by-line, comparison of their current GRP vs. new remuneration, based on the COM conditions, to allow the employees to make remuneration choices which are aligned to their personal financial requirements.
- 5.4 It must be specifically recorded that the cost of the unbundling of GRP will be exactly neutral for the Company before vs. after the implementation.
- 5.5 The Parties agree to form a sub-committee within 30 (thirty) days of the signing of this Agreement. The purpose of the sub-committee is to unpack and develop a mutual understanding of the differences between COM and GRP conditions of employment.

6. **CONVERSION FROM CALENDAR DAYS TO WORKINGS DAY PERTAINING TO ALL LEAVE CALCULATIONS**

- 6.1 All the Company's leave provisions (annual leave, sick leave, maternity leave, mine accident leave) are currently calculated on a calendar days basis. The Parties have agreed to convert all leave classes (annual leave, sick leave, maternity leave, mine accident leave) from calendar days to working days to ensure that leave quotas align to actual shifts worked. Annual Leave entitlements will thus be based on average monthly working shifts referred to as a monthly Shift Factor. The Shift Factor does not alter basic pay but is a unique denominator for each shift configuration to determine leave entitlements, leave accruals and the value of a day's leave.
- 6.2 The conversion from calendar days to working days aims to maintain employees' current leave entitlement, save for excluding non-working days from the leave quota. This will also mean that post the conversion, only working days will be counted as days of leave, and non-working days

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will no longer count as used leave. The leave conversion will apply to all leave entitlements, prevailing leave balances and accrued leave due and owing to employees.

6.3 The conversion from calendar days to working days will take effect from 1 October 2021.

6.4 Prior to the implementation of the leave conversion, the Parties will compile an addendum (**Annexure C**) to this Wage Settlement Agreement outlining the pertinent conditions, rules and processes associated with the conversion, including details regarding leave entitlements, leave accruals, leave sequence and the value of a day's leave. Further, the period leading up to the implementation date will be utilized to ensure proper communication and change management is applied to ensure a smooth transition.

6.5 All new employees employed after the signing of this Agreement will be appointed on the working day leave configuration as part of their conditions of employment. Although this will be immediately effective, it will only reflect in the Company's Human Resources Information System on 1 October 2021.

7. FAMILY RESPONSIBILITY AND PATERNITY LEAVE (FRL)

7.1 All employees will be entitled to 4 (four) working days paid family responsibility leave per annum.

7.2 Family Responsibility leave will only be triggered and applicable in terms of Section 27 of the BCEA.

7.3 Male employees will be entitled to 10 (ten) working days unpaid Paternity Leave per annum on the birth of his child

7.4 The Parties will jointly approach the Department of Labour to establish whether the Company can advance UIF Payments to employees on Paternity Leave and reclaim the funds on behalf of the employees. Should this be feasible, the exact terms and conditions will be determined and aligned to such concession.

7.5 The Parties will endeavor to obtain a response from the Department of Labour within 3 (three) months of the signing of this Agreement.

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8 FAMILY REPLACEMENT POLICY

- 8.1 The Family Replacement Policy shall be applicable in instances of an employee's death in service as a result of a work-related accident or occupational disease.
- 8.2 It is specifically agreed between the Parties that the scope of this Family Replacement Policy, will be limited to assist suitably qualified family members of employees who have passed away in service due to a mine related fatality, contracted an occupational disease and/or became permanently incapacitated due to a mine related accident, by placing the family member in suitable position at the Company.
- 8.3 The nominated family member must still undergo the following but not limited to a formal interview, pre-screening requirement, psychometric testing and or any other testing commensurate with the available vacancy. If the nominated individual does not meet the minimum inherent requirements for placement, the Parties will engage and conclude a development plan aimed at preparing the individual to meet these requirements.
- 8.4 This policy revokes and or amends and or overrides all previous versions of the Family Replacement Policy concluded on 19th December 2011, as amended and the Memorandum of Agreement (Strike Settlement Agreement) concluded 18th December 2018.

9 HOUSING ALLOWANCE

- 9.1 The Parties agree that with effect from the date of implementation of this Agreement, the Housing Allowance will be increased for each year of the Agreement to the amounts reflected below:

HOUSING ALLOWANCE		
Category 4 to 8 Employees, Miners & Artisans and Officials		
Year 1 (2021)	Year 2 (2022)	Year 3 (2023)
Housing Allowance: R 4, 274 per month	Housing Allowance: R 4, 445 per month	Housing Allowance: R 4, 623 per month

10 LIVING OUT ALLOWANCE

10.1 Section 4 of the Housing and Living Conditions Standard for the Minerals Industry requires the Company to phase out living-out allowances over a period of 3 (three) years. Towards this end, the Parties agree that there shall be no increase to the Living Out Allowance ('LOA').

10.2 The Parties agree that the Living Out allowance will cease on 28 February 2024. Towards this end, the Parties will engage through the Housing Committee to discuss the process and mechanism to phase out the Living Out Allowance.

11 MOVEMENT BETWEEN RETIREMENT FUNDS

11.1 An employee may exercise a once-off opportunity to move between the Mine Workers Provident Fund and the Sentinel Pension Fund, within 12 (twelve) months of signature of this Agreement for current employees, or within the first 12 (twelve) months of joining the company, or within 4 (four) months of being promoted.

11.2 The option to move between the funds will be subject to:

- i) The rules of the respective funds and compliance with the FSB requirements;
- ii) The employee being aware of and or acknowledging that such a move may incur penalties as per the respective fund rules and or FSB requirements;
- iii) The employee being unable to and or prevented from the withdrawal of any funds held by the fund.

12 MEDICAL INCAPACITY BENEFIT

12.1 The Company will increase the medical incapacity benefit payable to employees whose services are terminated on the grounds of medical incapacity from R 55 000,00 (Fifty Five Thousand Rands) to R 60 000 (Sixty Thousand Rands), with effect from the implementation date of this Agreement.

12.2 The increased value of R 60 000,00 will remain the same for the full 3-year (three year) duration of this Agreement.

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12.3 This Medical Incapacity Benefit will be subject to the terms and conditions that are applicable in respect of medical incapacity as provided for in past Wage Agreements and Company policies.

13 MEDICAL AID SUBSIDY

13.1 In furtherance of the intent to establish uniform conditions of employment across the various bargaining units, the Parties have agreed to establish a sub-committee to investigate options to standardise medical aid subsidies in future.

13.2 The sub-committee will be formed within 30 (thirty) days of the signing of this Agreement

13.3 The Parties agree to make every reasonable endeavour to conclude engagements regarding this matter within six months from the date of signing this Agreement.

14 FUNERAL BENEFIT FOR EMPLOYEES AND IMMEDIATE FAMILY MEMBERS

14.1 The Parties agree to increase the SANLAM Funeral Benefit as per the table below:

Beneficiary	Benefits Payable
Principal Member	R50 000.00
Qualifying Spouse	R50 000.00
Qualifying Child aged 14 and older	R50 000.00
Qualifying child aged 6 years and older but younger than 14 years	R27 000.00
Qualifying child younger than 6 years and still-born child	R15 000.00

14.2 To give effect to the increased benefits above, the monthly Funeral Benefit contribution will increase to R64.78, effective 01 July 2021. The premium contribution per category will remain unchanged, as reflected in the table below:

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Employee Category	Company Contribution	Employee Contribution
Cat 4-8	100%	N/A
Miners and Artisans	50%	50%
Officials (COM)	50%	50%
Officials (GRP)	N/A	100%

15 AGENCY SHOP AGREEMENT

15.1 Employees in respective and identified bargaining units who are not members of the Unions, shall be levied an agency fee from their salary as per the terms and conditions of the revised Agency Shop Agreement, attached hereto marked Annexure 2.

15.2 Effective June 2021, Agency Shop fees will be increased to 1% (one percent) subject to a maximum of R150.00 (one hundred and fifty rand) of an employee's monthly salary.

15.3 In year two (1 March 2022), Agency Shop fees will be 1% (one percent) subject to a maximum of R200.00 (two hundred rand) of an employee's monthly salary.

15.4 In year three (1 March 2023), Agency Shop fees will be 1% (one percent) subject to a maximum of R250.00 (two hundred and fifty rand) of an employee's monthly salary.

16 ACTING ALLOWANCE

16.1 The Parties have agreed to implement a revised Acting Allowance arrangement aimed at standardising and simplifying the application and administration of Acting Allowances which will come into effect on 1 July 2021.

16.2 Acting Allowance payments will be made when an employee is required to act in a more senior post for a period of 5 (five) consecutive working days or longer in which case, acting allowances will be paid from the first day of the acting assignment. Acting assignments of less than five days will be unpaid.

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16.3 Acting Appointments will only apply when the Company requires an employee to assume a role of higher ranking and therefore, higher complexity. Roles or tasks of a similar or lower grade to an employee's own grade i.e. a lateral task allocation will not be regarded as an Acting Assignment and no allowance will be paid.

16.4 The higher role must be a vacant post and budgeted for (funded) or a filled post where the current incumbent will be absent from work for more than a week. To ensure an appropriate role specification match and therefore adequate operational delivery, employees selected to act must satisfy the critical role dimensions in respect of:

- i) Satisfying Occupational Health certification or fitness for the specific role;
- ii) Required competency in respect of qualifications, legal/regulatory certification aligned to such requirements and/or exemptions, reasonable experience; and
- iii) Satisfy the security clearance associated with the role and area.

16.5 The Company shall continue to invest in providing acting assignments aligned to experiential learning and evaluation opportunities as identified in employee development and career management plans. This includes experiential learning as a prerequisite for formal qualifications and/or to prepare employees for career advancement and succession opportunities. In this case, acting allowances will no longer be paid as such assignments form part of the broader on-the-job training remit.

16.6 In streamlining and simplifying Acting Allowance structures to promote transparency, equity, fairness and consistency of application, the Acting Allowance payment structures have been revised as follows:

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Employee Development Assignment – C Band and Below	No additional allowances. Assignments aligned to an employee's agreed/approved development plan are viewed as critical to further progress personal development and integrated into the broader Career Development & Talent Management processes and is therefore not regarded as an Acting Assignment.
C Band & Below	<p>a) One (1) Broad Banded Sub-Grade Higher e.g., B Lower acting as B Upper or C Lower acting as a C Upper and C Upper acting as D Lower:</p> <p>i) Officials (COM), Miner Artisans, Monthly, Monthly Weekly – 10.0% of employee's basic Rate</p> <p>ii) GRP – 10.0% of employee's own Basic Value (Basic GRP * 65.0% * 10.0%)</p> <p>b) Two (2) Broad Banded Sub-Grades Higher e.g., B Lower acting as C Lower or, C Lower acting as a D Lower:</p> <p>ii) Officials (COM), Miner Artisans, Monthly, Monthly Weekly – 15.0% of employee' basic Rate</p> <p>iii) GRP – 15.0% of employee's own Basic Value (Basic GRP * 65.0% * 15.0%)</p>

16.7 The Parties agree to form a sub-committee within 30 (thirty) days of signing this Agreement, to review the fair application of acting assignment and make recommendations to improve same.

17 INCOME REDUCTION DUE TO MEDICAL INCAPACITY

17.1 The Parties have agreed to implement a revised income reduction arrangement to affect the alternative placement of an employee within the Miners & Artisans and Officials categories in a lower graded and hence, lower salaried role because of medical incapacity.

17.2 The alternative placement of an employee as envisaged in 17.1 above shall only be effected following an enquiry to establish and to consider the circumstances leading up to and the need for such alternative placement and, such enquiry shall be convened in terms of the mine's

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Mandatory Code of Practice for the Management of Medical Incapacity Due to Ill-Health and Injury as amended from time to time.

17.3 In the instance where an affected employee is successfully placed into an alternative role as envisaged in 17.1, such placement will be at the applicable salary rate, terms and conditions of employment associated with the lower graded role

17.4 Upon assuming the lower graded role, the employee will be entitled to a once-off, non-pensionable and taxable Income Reduction Payment (IRP) calculated as:

$$\text{IRP} = \frac{(\text{Current Monthly Basic}^* - \text{New Monthly Basic}^*)}{4.33} \times \text{LOS}$$

Where,

17.4.1 Monthly Basic Salary Difference: Calculate the difference between the employee's current monthly basic salary (*65% of GRP) and the monthly basic salary for the alternative lower graded role,

17.4.2 One Week Multiple: Divide the Monthly Basic Salary Difference as calculated in 17.4.1 by 4.33 to obtain a One Week Multiple

17.4.3 Income Reduction Payment: Multiply the One Week Multiple by the employee's accumulated and uninterrupted completed years of Group service (LOS) to arrive at the Income Reduction Payment.

17.5 The IRP lumpsum payment will be regarded as full acceptance for the reduction in benefits and salary after the employee has accepted and been placed in the alternative role.

17.6 In the instance where such an employee may face retrenchment in the future, the employee's retrenchment or severance package will be calculated on the employee's remuneration applicable at the time of such retrenchment while total Group service will apply in full.

18 EMPLOYEE SHARE OWNERSHIP PLAN (ESOP)

18.1 The Parties agree to make joint representation to the Thusano Board of Trustees to have a South Deep NUM member nominated as one of the 6 (six) NUM trustees to the Thusano

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Board of trustees, as provided for in clause 5 of the Thusano Trust Deed. Such representation will be made within 30 (thirty) days from the date of signing this Agreement.

19 EXEMPTIONS AND VARIATIONS

19.1 The Unions hereby pledge their support for an application by the Company, for a determination to vary for the period 1 October 2022 to 30 September 2024 the following provisions of the BCEA insofar as they apply to the Company:

- i. section 12(2)(b) – variation to permit overtime of up to 10 (ten) hours per week, where ordinary hours of work are averaged;
- ii. section 14 – exclusion to the effect that employees dispense with the meal interval on the basis that informal rest arrangements and opportunities to take sustenance are made;
- iii. section 15(1)(a) – variation to permit daily rest periods to allow for rapid shift changeovers; and
- iv. section 17(1) – variation to the effect that shifts commencing at or after 04h00 are not regarded as night work.

20 PREVIOUS WAGE AGREEMENTS

20.1 Unless amended in terms of this Agreement, the terms and conditions of employees in the recognition units, including terms and conditions reflected in collective Agreements applicable to the Unions, their members and the Company, will continue to apply, for example the Long Service Awards.

20.2 The Company will continue to participate in Industry forums and task teams established in terms of prior wage Agreements.

21 SETTLEMENT OF WAGES AND OTHER CONDITIONS OF EMPLOYMENT

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- 21.1 This Agreement (including any Annexure hereto) will amend the existing terms and conditions of employment of the employees bound by this Agreement to the extent set out herein, and is entered into in full and final settlement of all demands and proposals made during the course of the negotiations that led to the conclusion of this Agreement and is in full and final settlement of wages and terms and conditions of employment for the period from date of signature of this Agreement to 28 February 2024. Conditions of employment that are not amended by this Agreement will continue to apply.
- 21.2 No Party to this Agreement or any other person bound by this Agreement will call for, encourage, or participate in any strike or lock-out in respect of any demand or proposal to amend the wages and other terms and conditions of employment of employees of the Company for the duration of this Agreement.
- 21.3 All Parties to this Agreement as well as all other persons bound by it will respect and adhere to the Agreement as well as to all other existing terms and conditions of employment. No Party will endeavour and or be permitted to re-open negotiations on any issue covered in this Agreement or any other existing terms and conditions of employment except in terms of section 3.5 as indicated hereinabove.
- 21.5 The Unions and any other person bound by this Agreement, will not call for, encourage, or participate in any strike or any other form of industrial action in support of a demand made, or strike called, by the Unions and/or their members, or by any other Union and/or its members, against any other Employer.

22 DISPUTE RESOLUTIONT PROCEDURES

- 22.1 Should there be a dispute between a Union or Unions and the Company about the interpretation, implementation and/or application of this Agreement, the following procedure will apply:
- 22.1.1 The disputing Party shall notify the other Party in writing of the dispute as per the terms and conditions of the recognition Agreement.
- 22.1.2 The Parties will meet in an attempt to resolve the dispute within 14 (fourteen) days of notification of the dispute.

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22.1.3 Assistance may be obtained from a third Party to facilitate resolution of the dispute, subject to Agreement between the Union(s) and the Company on this issue. Facilitation shall mean either mediation and/or arbitration.

22.2 The Parties agree that should the dispute not be resolved as provided for in the abovementioned clauses, it will be dealt with in terms of the Labour Relations Act of 1995 (as amended).

23 IMPLEMENTATION DATE

23.1 Unless otherwise stated, the wage increases and other changes to conditions of employment referred to in this Agreement and the Annexures hereto, will be implemented with effect from 1 March 2021.

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R.M.A.
[Signature]
N.R.
[Signature]
[Signature]

THUS, DONE AND SIGNED at South Deep Gold Mine on behalf of the Company on this the 10th day of JUNE 2021 in the presence of the undersigned witnesses:

Gerrit Jacobus Holz

Full Name

VP People and Org. Effectiveness

Designation



Signature

Witness 1

STEVEN DAVID MARTIN

Full Name

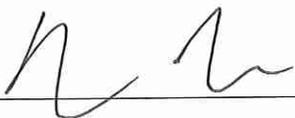


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Witness 2

JARED EUGENE FRANCIS

Full Name



Signature

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THUS, DONE AND SIGNED at South Deep Gold Mine on behalf of NUM on this the _____ day of _____ 2021 in the presence of the undersigned witnesses:

NESON KUBA

Full Name

Hum Branch CHAIRPERSON

Designation



Signature

Witness 1

REBECCA NYONI

Full Name



Signature

Witness 2

Robert Mphaga

Full Name



Signature

N.R

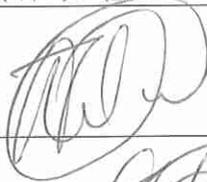
FS

A/V
RW

THUS, DONE AND SIGNED at South Deep Gold Mine on behalf of UASA on this the 10th day of JUNE 2021 in the presence of the undersigned witnesses:

THEMBA SHILONGYANE

Full Name


UASA SECRETARY

Designation



Signature

Witness 1

Asivhanga Musiwato

Full Name

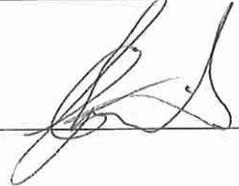
UASA Branch chairperson  _____

Signature

Witness 2

Chris Smith

Full Name



Signature



Annexure A

Rem group	Area	Grade	Monthly New Entry rates 2021	Monthly New Entry rates 2022	Monthly New Entry rates 2023
Cat 4-8	Surface	A4	R10,950	R11,826	R12,772
Cat 4-8	Surface	B1	R11,533	R12,456	R13,452
Cat 4-8	Surface	B2	R13,313	R14,378	R15,528
Cat 4-8	Surface	B3	R15,637	R16,888	R18,239
Cat 4-8	Surface	B4	R18,146	R19,598	R21,165
Cat 4-8	Underground	A4	R12,587	R13,594	R14,681
Cat 4-8	Underground	B1	R13,116	R14,165	R15,299
Cat 4-8	Underground	B2	R14,592	R15,759	R17,020
Cat 4-8	Underground	B3	R17,303	R18,687	R20,182
Cat 4-8	Underground	B4	R20,244	R21,864	R23,613
GRP Official	Surface	B4	R275,600	R292,136	R309,664
GRP Official	Surface	B5	R302,948	R321,125	R340,392
GRP Official	Surface	B6	R302,948	R321,125	R340,392
GRP Official	Surface	C1	R403,436	R427,642	R453,301
GRP Official	Surface	C2	R403,436	R427,642	R453,301
GRP Official	Surface	C3	R536,890	R569,103	R603,250
GRP Official	Surface	C4	R649,780	R688,767	R730,093
GRP Official	Surface	C5	R649,780	R688,767	R730,093
GRP Official	Underground	B4	R293,090	R310,675	R329,316
GRP Official	Underground	B5	R322,452	R341,799	R362,307
GRP Official	Underground	C1	R408,418	R432,923	R458,898
GRP Official	Underground	C2	R473,184	R501,575	R531,670
GRP Official	Underground	C3	R598,158	R634,047	R672,090
GRP Official	Underground	C4	R723,662	R767,082	R813,107
GRP Official	Underground	C5	R759,914	R805,509	R853,839
Miner Artisan	Surface	B4	R20,506	R21,736	R23,041
Miner Artisan	Surface	C2	R32,325	R34,265	R36,320
Miner Artisan	Underground	B4	R21,604	R22,900	R24,274
Miner Artisan	Underground	B5	R21,164	R22,434	R23,780
Miner Artisan	Underground	B6	R23,650	R25,069	R26,573
Miner Artisan	Underground	C1	R23,322	R24,721	R26,205
Miner Artisan	Underground	C2	R34,990	R37,089	R39,315
Official COM	Surface	B4	R11,886	R12,599	R13,355
Official COM	Surface	B5	R15,825	R16,775	R17,781
Official COM	Surface	B6	R17,770	R18,836	R19,966
Official COM	Surface	C1	R23,659	R25,079	R26,583
Official COM	Surface	C2	R26,355	R27,936	R29,612
Official COM	Surface	C3	R28,217	R29,910	R31,705
Official COM	Surface	C4	R30,916	R32,771	R34,737
Official COM	Surface	C5	R33,662	R35,682	R37,823
Official COM	Underground	B4	R14,162	R15,012	R15,912
Official COM	Underground	B5	R17,465	R18,513	R19,624
Official COM	Underground	C1	R24,856	R26,347	R27,928
Official COM	Underground	C2	R25,566	R27,100	R28,726
Official COM	Underground	C3	R32,818	R34,787	R36,874
Official COM	Underground	C4	R34,990	R37,089	R39,315
Official COM	Underground	C5	R35,335	R37,455	R39,702


 A TO
 R.M. - 2 - RN

AGENCY SHOP AGREEMENT

IN TERMS OF SECTION 25 OF THE LABOUR RELATIONS ACT 66 OF 1995

Entered into between

SOUTH DEEP GOLD MINE

(Hereinafter referred to as the "**the Company**")

and

NATIONAL UNION OF MINE WORKERS

(Hereinafter referred to as "**NUM**")

and

UASA

(the "**UASA**")

(The collation of two unions acting jointly hereinafter referred to as the "**Unions**")

(Jointly referred to as "**the Parties**")

Handwritten signatures and initials:
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RM
T
1
RW

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1 Agreement Name

This Agreement shall be known as the **South Deep / NUM and UASA Agency Shop Agreement**.

2 Scope of Agreement

2.1 It shall be a condition of employment that employees in the bargaining units who are not members of the **Unions**, shall be levied an agency fee from their wages, in accordance with the terms of this Agreement.

2.2 The collation of two unions (**NUM** and **UASA**) acting jointly can conclude an agency agreement as referenced in terms of Section 25(2) of the Labour Relations Act which states:

"For the purposes of this section, "representative trade union" means a registered trade union, or two or more registered trade unions acting jointly, whose members are a majority of the employees employed-

- (a) *by an employer in a workplace; or*
- (b) *by the members of an employers' organisation in a sector and area in respect of which the agency shop agreement applies."*

2.3 According to Section 25(3) of the Labour Relations Act:

"An agency shop agreement is binding only if it provides that:

- (a) *Employees who are not members of the representative trade Union are not compelled to become members of that trade Union.*
- (b) *The agency fee must be equivalent to or less than:*
 - i. *the amount of the subscription payable by the members of the representative trade Unions;*
 - ii. *if the subscription of the representative trade Unions is calculated as a percentage of an employee's salary, that percentage, or*
 - iii. *if there are two or more registered trade Unions party to the agreement, the highest amount of the subscription that would apply to an employee.*
- (c) *The amount deducted shall be paid into a separate account administered by the representative trade Unions.*
- (d) *No agency fee deducted may be:*

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- i. *Paid to a political party as an affiliation fee;*
- ii. *Contributed in cash or in kind to a political party or a person standing for election to any political office; or*
- iii. *Used for any expenditure that does not advance or protect the socio-economic interests of the employees."*

2.4 Any employee, who is a conscientious objector to this Agreement may request that the amount deducted from his or her wages be paid into a fund administered by the Department of Labour.

3 Deduction of Agency Fee

- 3.1 The collation of two **Unions** (NUM and UASA) acting jointly and the **Company** shall establish an agency shop account which shall be held at the Standard Bank, Westonaria Branch, and which shall be administered in accordance with the provisions in the South Deep Agency Shop Account's Principles and Rules, as set out in **Annexure A**, attached hereto.
- 3.2 The Agency Shop Account shall be managed jointly by the **Company** and the **Unions**. The signatories on behalf of management shall be the Employee Relations Manager as well as the Financial and Administration Superintendent, and the signatories on behalf of the **Unions** shall be the Branch Chairperson and Branch Secretary of the respective **Unions**.
- 3.3 This Agreement that is established shall specify what should be done with available funds remaining in the account in the event of this Agreement being terminated for any reason, as per **Annexure A**.
- 3.4 The **Company** must deduct an Agency fee from the wages of each employee within the bargaining units who is not a member of the collation of unions (**NUM** or **UASA**) acting jointly, provided that the deduction shall be:

Year 1: increase to 1% or max of R 150,00
Year 2: 1% capped at R 200,00
Year 3: 1% capped at R 250,00
- 3.5 Agency fees deducted from employees who are not members of the aforesaid **Unions**, will cease from the end of the employees monthly pay cycle, should the employee become a member of either of the **Unions** which are party to this Agreement.
- 3.6 The **Company** must make the deduction on a monthly basis and remit the amounts so deducted to the South Deep Agency Shop Account by not later than the 15th of the following month.
- 3.7 With each monthly remittance the **Company** must, on request, give to the respective Unions Branch Committees:

[Handwritten signatures and initials]
P4N
TFS
A RN

ANNEXURE 'B' to the 2021 – 2023 Review of Wages and Other Conditions of Employment Agreement

- 3.7.1 The date of the deduction;
 - 3.7.2 The list of names and industry numbers of every employee from whose wages the Company has made deductions in accordance with this Agreement;
 - 3.7.3 The list of the names of every employee covered by this agreement in respect of which no deduction was made and the reasons why; and
 - 3.7.4 Details of the amounts deducted.
- 3.8 The **Parties** to this Agreement undertake that no money from the Agency Shop Account shall be used for:
- 3.8.1 Payment of any political party affiliation fee;
 - 3.8.2 Contributing in cash or kind to a political party or a person standing for election to any political office or
 - 3.8.3 Any expenditure that does not advance or protect socio-economic interest of the employees;
- 3.9 All monies deducted in terms of this Agency Shop agreement shall be used primarily to advance the socio-economic interests of the employees in the bargaining units, on the **Company** and surrounding communities; or any other mutually agreed purpose within the scope of this Agreement.
- 3.10 Employees in the bargaining units who are not **Union (NUM and UASA)** members and who have not previously been advised, shall be advised of the existence of this agreement prior to any deductions being made from their wages in terms of this Agreement.
- 3.11 The Unions which are party to this Agreement shall be consulted in respect of the correspondence mentioned above.

4 Duration

- 4.1 This Agreement shall come into effect on date of signature.
- 4.2 This Agreement may be amended by agreement between the **Parties**, and either **Party** to the other shall submit any proposed amendment(s) to this Agreement in writing, 30 days before a meeting is convened to discuss the proposed amendment(s).

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- 4.3 This Agreement shall remain binding provided that the Unions acting jointly represent 50 (fifty) percent plus 1 (one) of the employees in the workplace.

5 Termination

- 5.1 In the event of the **Unions** failing to maintain a joint majority representativeness in the workplace, the **Company** will notify the **Unions** of its intention to terminate this Agreement.
- 5.2 Furthermore, if the **Unions** acting jointly are no longer representative of the majority of employees on the **Company**, the **Company** shall suspend the Agreement until such time as the **Unions** have re-established representivity, provided that the **Company** shall give the employees notice to do so, in such circumstances. If the Unions fails to establish its representivity after 90 days, the **Company** must give the **Unions** and all employees covered by this Agreement 30 days' notice of termination of this Agreement.
- 5.3 In the event of any disruption of employee relations, as a result or consequent to the implementation of the agency shop, such disruptions will be jointly managed by the **Company** and the **Unions**. Failure to remedy the situation will result in the **Company** suspending the Agreement with immediate effect until such time that the issue is successfully resolved.
- 5.4 The **Company** reserves the right to suspend this Agreement, in the event that it becomes necessary for any reason.
- 5.5 This Agreement will be terminated in the event of either **Union's** recognition being terminated by the **Company**.
- 5.6 This Agreement will be terminated upon material breach of it by either of the **Parties**.
- 5.7 Should this Agreement be terminated for any reason, the rules of the fund will apply in respect of funds remaining in the South Deep Agency Shop Account.

6 Rules and Principles of The Agreement

The principles and rules that shall govern this Agreement, are contained in **Annexures A, B and C** attached hereto.

7 Dispute Resolution

All disputes regarding the interpretation or implementation of this Agreement and the Annexures hereto, shall be dealt with in accordance with the dispute procedures contained in the respective Recognition Agreements.

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A RN

ANNEXURE 'B' to the 2021 – 2023 Review of Wages and Other Conditions of Employment Agreement

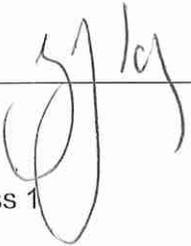
THUS, DONE AND SIGNED at South Deep Gold Mine on behalf of the Company on this the 10th day of June 2021 in the presence of the undersigned witnesses:

Gerrit Jacobus Lotz

Full Name

VP People and Organisational Effectiveness

Designation



Signature

Witness 1

Full Name

Signature

Witness 2

Full Name

Signature


RW
A RW

ANNEXURE 'B' to the 2021 – 2023 Review of Wages and Other Conditions of Employment Agreement

THUS, DONE AND SIGNED at South Deep Gold Mine on behalf of NUM on this the 10th day of June 2021 in the presence of the undersigned witnesses:

Gerrit Jacobus Lotz

Full Name

VP People & Organisational Effectiveness

Designation



Signature

Witness 1

STEVEN DAVID MARTIN

Full Name

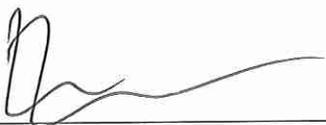


Signature

Witness 2

JARED EUGENE FRANCO

Full Name



Signature


P.M. [Signature]
T.F. [Signature]
L. [Signature]
A. [Signature]
R.W. [Signature]

ANNEXURE 'B' to the 2021 – 2023 Review of Wages and Other Conditions of Employment Agreement

THUS, DONE AND SIGNED at South Deep Gold Mine on behalf of UASA on this the 10th day of JUNE 2021 in the presence of the undersigned witnesses:

Asivhanga Musiwale

Full Name

Branch chairperson

Designation

[Signature]

Signature

Witness 1

THEMBA SHILONGONYANE

Full Name

[Signature]

Signature

Witness 2

Chris Smith

Full Name

[Signature]

Signature

[Handwritten initials]
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RW

Annexure A - SOUTH DEEP AGENCY SHOP AGREEMENT

1. Principles

The collation of **Unions** (NUM and UASA) acting jointly agree that the principles shall govern all monies that are paid in terms of the South Deep Agency Shop Agreement, by the Category 4-8, Companyrs, Artisans and Officials employees of South Deep into the fund that is called the South Deep Agency Shop Account.

- 1.1 All monies deducted from the salaries of employees in accordance with the South Deep Agency Shop Agreement, shall be paid into the South Deep Agency Shop Account by the Company.
- 1.2 These funds shall only be used for the purpose of advancing the socio-economic interests of employees in the categories stipulated in this South Deep Agency Shop Agreement.
- 1.3 These funds shall not be used for any purpose which is prohibited in terms of the Labour Relations Act.
- 1.4 The primary use of these funds shall be:
 - 1.4.1 The socio-economic advancement and developmental needs of the employees within the scope of this agreement (decided at a scheduled committee meeting as per 1.5) and
 - 1.4.2 Any other mutually agreed purpose within the scope of this agreement taken at a scheduled Committee meeting (as per 1.5).
- 1.5 A Committee consisting of Management and the **Union** members will be established to consider written applications for withdrawals from the South Deep Agency Shop Account. These applications may come from the Union structures and/or Management. The parties may however consider representation from employees who are part of recognized organized structures, through the Branch Committee who are covered by the Agency Shop Agreement.
- 1.6 All decisions regarding the use of these funds shall be made jointly by equal Representatives of Management, and the **Unions** who are mandated to do so in accordance with the rules in **Annexure B**.
- 1.7 The mandated members of Management shall be at the discretion of the Employee Relations Manager.
- 1.8 The mandated members of the **Unions** shall include the Branch Chairpersons and Branch Secretaries.

A P.M. [Signature] [Signature]
[Signature] [Signature]
RW

2. Rules of the South Deep Agency Shop Agreement

- 2.1 The following rules shall apply to the account that is known as the South Deep Agency Shop Account:
- 2.1.1 Written requests to be submitted to the South Deep Agency Shop Account Committee;
- 2.1.2 The South Deep Agency Shop Account Committee will consider the written request at a formal meeting of which minutes will be kept;
- 2.1.3 If the request is approved, proper invoices/quotations must be submitted to the South Deep Agency Shop Account Committee.
- 2.2 No funds may be withdrawn from the account unless signed for by both authorised signatories from Management and the **Unions**.
- 2.3 The authorised signatories for Management for the cheque account shall be the Employee Relations Manager.
- 2.4 The authorised signatories from the Union shall be the Branch Chairpersons and Branch Secretaries
- 2.5 Any funds that are drawn shall be used only for the purpose for which these funds were authorised.
- 2.6 Funds shall only be considered to be authorised once the attached authorisation form, attached hereto as **Annexure C**, has been completed in full and signed by both parties.
- 2.7 Records shall be kept of all funds used from the account by the finance and Administration Superintendent and statements will be drawn up for the committee.
- 2.8 The Finance & Administration Superintendent shall be responsible for the bookkeeping of the account, in compliance with the provisions of Section 25(5) of the Labour Relations Act.
- 2.9 The books of the account shall be audited on an annual basis in compliance with the provisions of Section 25(5) of the Labour Relations Act, by a recognized, independent body decided upon by the signatories to the agreement, and failing such decision, by an Auditor chosen by an Arbitrator appointed in accordance with the Labour Relations Act.
- 2.10 All accounting related administration of this account shall be the responsibility of the Financial Department. This will include the safekeeping of the cheque book of this account.
- 2.11 All assets/equipment bought by the agency fund will be registered in the **Company's** name for insurance purposes. This assets/equipment bought by the

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ANNEXURE 'B' to the 2021 – 2023 Review of Wages and Other Conditions of Employment Agreement

fund will be owned and managed by Management and the Union jointly for the duration of this agreement.

- 2.12 Should this agreement be terminated for the reason that another trade **Union** attains majority representivity, the fund and all assets/equipment bought by the fund will continue under the guidance of Management.
- 2.13 Should this agreement be terminated for any other reason, Management will use the remainder of these funds for the social- economic development of employees at the **Company** who are covered by this agreement.

[Handwritten signatures and initials]
P.M. *[Signature]* *[Signature]*
W A T.S.
RW

Annexure B - AUTHORISATION TO WITHDRAW FUNDS FROM SOUTH DEEP AGENCY SHOP ACCOUNT

The amount of R (.....) has been authorised to
be drawn from the South Deep Agency Shop Account at a meeting held on.....at

This amount shall be for the purpose of:

.....
.....
.....
.....
.....

Proper invoices will be returned to the Financial Department.

Authorised by:

.....

EMPLOYEE RELATIONS MANAGER

.....
NUM BRANCH CHAIRPERSON

Byeni
.....
NUM BRANCH SECRETARY

to
.....
UASA BRANCH CHAIRPERSON

[Signature]
.....
UASA BRANCH SECRETARY

201- [Signature]
h A TSP
RN

Annexure C - AGENCY SHOP AGREEMENT

The purpose of this Annexure is to manage cell phones issued to the Branch Committee of the collation of **Unions** (NUM and UASA) acting jointly.

Scope of this Annexure

1. The cell phones will be registered in the South Deep name.
2. The Financial Department will be responsible to:
 - 2.1 Allocate cell phones to the Branch Committee (Top Five) who will individually sign and be responsible/accountable for the cell phones.
 - 2.2 Issue a "Pay as you Go" card to the value of R275-00, to each individual user every month.
 - 2.3 To reclaim the value of the cards from the Agency Shop Fund, when required.
 - 2.4 Arrange to repair and upgrading of the cell phones.
3. The collation of Unions (NUM and UASA acting jointly) Branch Committee will be responsible to:
 - 3.1 Take reasonable care of the cell phones.
 - 3.2 Report any breakage, loss, problems and/or in-regularities to the Committee and Financial Department.
 - 3.3 Ensure cell phones are kept in good conditions and are repaired when required.
 - 3.4 Be available and accessible at all times through the issued cell phones
4. The following costs are to be deducted from the Agency Shop Fund
 - 4.1 The phone cards.
 - 4.2 The replacement of lost cell phones on the approval of the Committee.
 - 4.3 Any other cost related to the usage of these cell phones.
 - 4.4 Purchase price of the cell phones.
5. Any damage or costs incurred because of negligence will be for the individual user's account.
6. This Agreement shall come into effect from date of signature.

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A RW