

## Part 9.A. Filing instructions: guidance

### SoP proceedings

This Part is only relevant to **SIHNV MPC Claimants**.

If you are an SIHNV MPC Claimant, you are invited to file your SIHNV MPC Relevant Claim.

The Voting Record Date (15 June 2021) has passed, but under Dutch law SIHNV MPC Claimants are still allowed to file their SIHNV MPC Relevant Claims:

- i. until two days before the Voting Hearing, if you so request at the Voting Hearing and neither the SoP Administrator nor – in the event of a meeting in accordance with Section 255(1)(2°) DBA – any of the other attending creditors object; or
- ii. at the Voting Hearing, if you reside outside of the European part of the Netherlands and provided that you were unable to file your SIHNV MPC Relevant Claim(s) earlier.

SIHNV MPC Claimants that still wish to file their SIHNV MPC Relevant Claims in the SoP are urged to do so as soon as possible. Please consult [www.steinhoffsettlement.com](http://www.steinhoffsettlement.com) for further information.

By submitting this Claim Form, your SIHNV MPC Relevant Claim will be filed for the Claim Value as initially determined (for the purposes of the SoP Proceedings only) by the Claims Administrator. Alternatively, you may indicate to file your SIHNV MPC Relevant Claim for a different amount. Please note however that:

the SoP Administrator will contest ("*betwisten*") all SIHNV MPC Relevant Claims that are filed for an amount that differs from the Claim Value as initially determined (for the purposes of the SoP Proceedings only) by the Claims Administrator in accordance with the Valuation Principles.

Please note that the SoP Committee of Representation, instead of individual creditors of SIHNV, will vote on the SIHNV Composition Plan. This Claim Form therefore does not entitle or invite you to cast a vote on the SIHNV Composition Plan. The SoP Committee of Representation will be exclusively entitled to vote on the SIHNV Composition Plan. You can find further information on the appointment and composition of the SoP Committee of Representation online at: [www.steinhoffsettlement.com](http://www.steinhoffsettlement.com).

This filing is also referred to as the "**SIHNV Filing Instruction**".

### Section 155 Proceedings

This Part is only relevant to **SIHPL MPC Claimants**.

The SIHPL Section 155 Proposal will be put to a vote at the Section 155 Meeting. Please note that, as the SIHPL Voting Deadline Date has passed, even if you qualify as a SIHPL MPC Claimant, you will not be eligible to participate in or vote in respect of the SIHPL Section 155 Proposal at the Section 155 Meeting.

However, if you file this Claim Form with the Claims Administrator on or prior to the Bar Date (which date shall be published on [www.steinhoffsettlement.com](http://www.steinhoffsettlement.com)) and if –

- i. you qualify as a SIHPL MPC Claimant; and
- ii. the Section 155 Proposal is adopted at the Section 155 Meeting and ultimately becomes effective in accordance with its terms,

you will be eligible to receive the distributions to which you may be entitled under and in accordance with the provisions of the SIHPL Section 155 Proposal.

This filing is also referred to as the "**SIHPL Filing Instruction**".

## **Part 9.B. The Filing Instructions**

**Please note that this part only applies to the extent you filed your SIHNV MPC Relevant Claims and/or your SIHPL MPC Relevant Claims before the Bar Date, which date shall be published on [www.SteinhoffSettlement.com](http://www.SteinhoffSettlement.com).**

- i. By (electronically) signing and submitting this Claim Form, I (we) file my (our) Claims with the Claims Administrator in respect of SIHNV MPC Relevant Claims and/or SIHPL MPC Relevant Claims; and

### **SIHNV Filing Instruction:**

- ii. To the extent that, as determined after the initial review of the Claims Administrator, I (we) qualify as an SIHNV MPC Claimant with respect to the purchase of SIHNV Shares **between 7 December 2015 o.o.b. and 5 December 2017 c.o.b.**, I (we):
  - a. file our SIHNV MPC Relevant Claim(s) (i.e. the claims relating to the purchase of shares between 7 December 2015 o.o.b. and 5 December 2017 c.o.b.) with the Claims Administrator in the SoP, for:
    - i. the Claim Value as initially determined (for the purposes of the SoP Proceedings only) by the Claims Administrator in accordance with the Valuation Principles; or
    - ii. the following amount in EUR:
  - b. instruct the Claims Administrator to do all such things concerning the respective SIHNV MPC Relevant Claim(s) that the Claims Administrator may deem necessary in respect of the above actions; and

### **SIHPL Filing Instruction:**

- iii. Having familiarised myself (ourselves) with the applicable provisions of the Section 155 Proposal (and in particular with Part B3 of the Section 155 Proposal) and all relevant additional documentation referred to therein, I (we) hereby:
  - a. file our (alleged) SIHPL MPC Relevant Claim with the Claims Administrator, who, acting as reviewer in accordance with the terms of the SRF and Claims Administration Conditions, will initially determine whether the claim so filed by me (us) can be accepted and, if so, the Claim Value of that claim; and
  - b. appoint and instruct the Claims Administrator to take all necessary actions in relation thereto.

### **Conditions of the Filing Instructions**

By providing this SIHNV Filing Instruction and the SIHPL Filing Instruction to the Claims Administrator, as applicable, I (we):

- i. accept that I am (we are) bound by such SIHNV Filing Instruction and SIHPL Filing Instruction, as applicable;
- ii. only to the extent I (we) qualify as an SIHNV MPC Claimant with respect to the purchase of SIHNV Shares between 7 December 2015 o.o.b. and 5 December 2017 c.o.b., as established after the initial review of the Claims Administrator:
  - a. accept that I (we) will not be entitled to vote with respect to the SIHNV Composition Plan and that instead the SoP Committee of Representation will be entitled to vote with respect to the SIHNV Composition Plan;

- b. accept that the Claims Administrator will initially determine the Claim Value of the SIHNV MPC Relevant Claims in accordance with the Valuation Principles only for the purpose of admission in the SoP;
  - c. accept that if I (we) indicate an amount of my (our) SIHNV MPC Relevant Claims for a different amount than initially determined (for the purposes of the SoP Proceedings only) by the Claims Administrator, the SoP Administrator will contest my (our) SIHNV MPC Relevant Claims at the Voting Hearing; and
  - d. authorise the Claims Administrator to disclose full details of the name, full legal entity name (if applicable) and all other relevant information required to submit my (our) SIHNV MPC Relevant Claim(s) in the SoP and to the SRF and, to the extent necessary, to the SoP Administrator, the supervisory judges in the SoP and the District Court of Amsterdam.
- iii. only to the extent I (we) only to the extent I (we) qualify as a SIHPL MPC Claimant with respect to the purchase of SIHPL Shares in the period prior to 6 December 2015 c.o.b., as established after the initial review of the Claims Administrator:
- a. accept that the Claim Value of the SIHPL MPC Relevant Claims will be determined in accordance with the Valuation Principles only for the purposes of the Claims Administrator executing the SIHPL Filing Instruction; and
  - b. authorise the Claims Administrator to disclose full details of the name, full legal entity name (if applicable) and all other relevant information required in order to submit the SIHPL MPC Relevant Claim(s) to the SRF; and,
- iv. agree and acknowledge that the SIHNV Filing Instruction and the SIHPL Filing Instruction, as applicable, are governed by the laws of the Netherlands.

#### **Part 10.A. Representations: guidance**

In order for the Claims Administrator and SRF to be able to accurately assess your Claim and to rely on the information submitted by you, you need to make certain representations and warranties as set out in this Part 10.

#### **Part 10.B. Representations**

By signing and submitting this Claim Form, I (we) make the following representations and warranties to SRF and the Claims Administrator on the date of this Claim Form in each case by reference to the facts and circumstances existing on such date. Each of the following representations and warranties are made on your behalf:

- i. (in the case of natural persons) I (we) have full legal capacity (in Dutch: "*handelingsbekwaam*"), have been declared of age and otherwise have full contractual capacity in respect of the execution of this Claim Form and have not been (i) placed under curatorship or tutelage (as applicable) (in Dutch: "*onder curatele gesteld*"), (ii) granted suspension of payments (in Dutch: "*surseance verleend*") or declared bankrupt (in Dutch: "*failliet verklaard*") or insolvent and am (are) not subject to a debt rescheduling (in Dutch: "*schuldsanering natuurlijke personen WSNP*") or (iii) subjected to any analogous proceedings in any jurisdiction and the administration over my (our) assets has not been entrusted to another person (in Dutch: "*onder bewind gesteld*");
- ii. (in the case of legal persons) it is duly incorporated (if a corporate person) or duly established (in any other case) and validly existing under the law of its jurisdiction of incorporation or formation;
- iii. (in the case of legal persons) it has not had its assets placed under administration (in Dutch: "*onderbewind gesteld*") and has not been (i) dissolved (in Dutch: "*ontbonden*"), merged (in

- Dutch: "*gefuseerd*") or split up (in Dutch: "*gesplitst*"), (ii) subjected to any prevention, intervention and resolution measures (including the preparation of a transfer plan) under the Financial Supervision Act (in Dutch: "*Wet op het financieel toezicht*") (iii) subjected to any one of the insolvency proceedings listed in Annex A to Regulation (EU) 2015/848 on insolvency proceedings (recast) or any insolvency proceedings under the Insolvency Act 24 of 1936 as read with the Companies Act 71 of 2008 and Chapter XIV of the Companies Act 61 of 1973 or any analogous proceedings in any jurisdiction, including bankruptcy (in Dutch: "*faillissement*") and moratorium (in Dutch: "*surseance van betaling*") or (iv) liquidated (whether provisionally or finally) or deregistered or placed under business rescue or any analogous proceedings;
- iv. the obligations expressed to be assumed by me (us) in terms of this Claim Form are legal, valid, binding and enforceable;
  - v. the entry into and performance by me (us) of this Claim Form and the transactions contemplated under it do not and will not conflict with any law or regulation applicable to my (our) constitutional documents (if applicable);
  - vi. I (we) have the power to enter into, perform and deliver, and have taken all necessary action to authorise the entry into, performance and delivery of this Claim Form and the transactions contemplated by this Claim Form and the Proposals and such authorisation is valid, complete and in full force and effect as of the date of this Claim Form;
  - vii. all authorisations required for the performance by me (us) of this Claim Form and the transactions contemplated under it have been obtained or effected and are in full force and effect;
  - viii. I (we) have not entered into any side agreements with any Released Party (as defined in the SIHNV Composition Plan) or related third party, other than set out in the Annex to this Claim Form;
  - ix. the Claims in relation to which I (we) are submitting this Claim Form are not encumbered (including, but not limited to, by any claim, charge, mortgage, lien, restriction, assignment, option, equitable right, power of sale, pledge, hypothecation, security interest, usufruct, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing), and there is no attachment levied on those Claims, in such way that I (we) cannot (or an assignor, if applicable, could not) freely make use of my (our) Claim(s) as envisaged in this Claim Form;
  - x. beyond those accounts identified in this Claim Form, I (we) do not own any accounts in the same capacity containing Steinhoff Shares that would entitle me (us) to participate in the Settlement Funds and, to the extent I (we) do own multiple accounts in the same capacity containing such Steinhoff Shares, I (we) have aggregated my (our) Claims in respect of such accounts into one Claim Form; and
  - xi. the statements made in this Claim Form and the documents accompanying it are complete, true and accurate.

### **Part 11.A. Submission to Jurisdiction: guidance**

The submission of this Claim Form requires you to agree to the jurisdiction of the Dispute Committee in the event of any disputes in respect of your claim. You can find the Dispute Committee Rules here: [www.steinhoffsettlement.com](http://www.steinhoffsettlement.com).

Please note that the Proposals and the SRF and Claims Administration Conditions each have their own jurisdiction and governing law clauses. You can find these documents here: [www.steinhoffsettlement.com](http://www.steinhoffsettlement.com). You are also required to explicitly agree to submit your relevant Claims to the jurisdiction of those forums.

## Part 11.B. Submission to Jurisdiction

### Inquiries of the Claims Administrator and the Dispute Committee

By submitting this Claim Form, I (we) agree to be subject to inquiry by the Claims Administrator and, if applicable, the Dispute Committee with respect to the eligibility, validity and/or amount of the claim(s) for compensation made in this Claim Form. This includes providing all documentation requested by the Claims Administrator and as required in the performance of its duties.

### Jurisdiction; choice of forum

By signing and submitting this Claim Form, I agree:

- i. in accordance with clause 6.6.1 of the SRF and Claims Administration Conditions and with paragraph 2.1 of the regulations of the Dispute Committee set out in Schedule 5 (*Dispute Committee Rules*) of the SRF and Claims Administration Conditions, which are published on [www.steinhoffsettlement.com](http://www.steinhoffsettlement.com), to submit to the exclusive jurisdiction of the Dispute Committee to resolve by way of binding advice (in Dutch: "*bindend advies*") under article 7:900 et seq. of the Dutch Civil Code and agree to the exclusive applicability of Dutch law in respect thereof: all matters and disputes between SRF, a Settlement Creditor (including an MPC Claimant) and/or a Respondent (including SIHNV and SIHPL) (as defined in the SRF and Claims Administration Conditions) in relation to the question whether and to which extent the MPC Claimant is entitled to compensation pursuant to the SRF Settlement Documents (as defined in the SRF and Claims Administration Conditions) (including the Claim Determination), as well as the matters and disputes relating to duplicate claims set out in clause 6.4.5(iii) of the SRF and Claims Administration Conditions;
- ii. to the extent I (we) am (are) an SIHNV MPC Claimant only, in accordance with Clause 16 of the SIHNV Composition Plan, to submit to the exclusive jurisdiction of the Netherlands Arbitration Institute ("**NAI**") to resolve the following disputes by arbitration in accordance with the NAI Arbitration Rules: any disputes exclusively arising out of or in connection with the SIHNV Composition Plan, including disputes concerning its existence, its validity and any non-contractual obligations, to the extent such disputes do not fall under the jurisdiction of (i) the Dispute Committee; or (ii) the competent court in respect of a request to set aside (in Dutch: "*ontbinder*") the SIHNV Composition Plan within the meaning of Section 280(1) in conjunction with Section 165 DBA;
- iii. to the extent I (we) am (are) a SIHPL MPC Claimant only, in accordance with Clause 37.2 of the SIHPL Section 155 Proposal, to submit to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town, with respect to any disputes arising out of or in connection with the SIHPL Section 155 Proposal (other than disputes referred to the Dispute Committee as set out above);
- iv. in accordance with Clause 8.2 of the SRF and Claims Administration Conditions, to submit to the exclusive jurisdiction of the NAI, to resolve the following disputes by arbitration in accordance with the NAI Arbitration Rules: any disputes arising out of or in connection with the SRF and Claims Administration Conditions, including disputes concerning the existence and validity thereof, but excluding disputes where the Dispute Committee has exclusive jurisdiction;
- v. in accordance with Clause 8.3 of the SRF and Claims Administration Conditions, to submit to the exclusive jurisdiction of the Amsterdam District Court (and its appellate courts), or, to the extent it involves a dispute in my (our) capacity as SIHPL MPC Claimant, the High Court of South Africa, Western Cape Division, Cape Town, regarding summary proceedings in respect of any disputes arising out of or in connection with the SRF and Claims Administration Conditions; and
- vi. in accordance with paragraph 2.4 of the Dispute Committee Rules, in relation to any dispute or procedure in connection with and/or further to the Dispute Committee Rules and any dispute

settled or anticipated to be settled on the basis of the Dispute Committee Rules the Amsterdam District Court (the Netherlands) shall have exclusive jurisdiction, unless you are a national of or established in South Africa, in which case the High Court of South Africa, Western Cape Division, Cape Town shall have exclusive jurisdiction.

## **Part 12. Processing of Personal Data**

1. **Steinhoff International Holdings N.V. ("SIHNV")**, a company incorporated under the laws of the Netherlands, registered with the Dutch Trade Register under number 63570173, and with its registered address at Building B2, Vineyard Office Park, corner of Adam Tas and Devon Valley Road, Stellenbosch, Western Cape, South Africa, and
2. **Steinhoff International Holdings (Pty) Ltd ("SIHPL")**, a company incorporated under the laws of South Africa, registered under number 1998/003951/07, and with its principal place of business at Building B2, Vineyard Office Park, corner of Adam Tas and Devon Valley Road, Stellenbosch, Western Cape, South Africa,

both acting as joint controllers,

have appointed the Claims Administrator for the processing of the personal data (i.e. any information relating to you as an identified or identifiable individual) that you include in this Claim Form for the purpose of the Steinhoff Group Settlement to which you want to participate (the "**Personal Data**").

As from the date on which the SIHNV Composition Plan and the SIHPL Section 155 Proposal will become effective (the "**Settlement Effective Date**"), the **Stichting Steinhoff Recovery Foundation (SRF)**, a foundation (to be) incorporated under the laws of the Netherlands and registered with the Dutch trade register, acting as (independent) controller, will take over from SIHNV and SIHPL and become controller of the processing of the Personal Data by the Claims Administrator while SIHNV and/or SIHPL will continue processing the Personal Data solely to the extent necessary in the context of the (execution and implementation of the) Steinhoff Group Settlement.

The Personal Data will be processed as referred to above in accordance with the EU General Regulation on Data Protection (2016/679) (the "**GDPR**") and the Dutch GDPR Implementation Act (*Uitvoeringswet Algemene Verordening gegevensbescherming*) as well as Section 14 of the Constitution of South Africa and the South African Protection of Personal Information Act 4 of 2013 and the Regulations Relating to the Protection of Personal Information, 2018 – GN R1383/2018 and the UK Data Protection Act 2018 and any other relevant data protection legislation as may be applicable (jointly the "**Data Protection Regulations**").

### **Purposes and legal basis of the processing of the Personal Data**

SIHNV and SIHPL jointly until the Settlement Effective Date and SRF thereafter will process the Personal Data for the purposes of administering, assessing and settling your Claim in the context of the Settlement Fund (as defined in the SRF and Claims Administration Conditions).

Such processing of the Personal Data shall take place pursuant to the legitimate interests of SIHNV and SIHPL as well as of SRF after the Settlement Effective Date, as a legal basis, such legitimate interest being to execute and implement the terms of the SIHNV Composition Plan and the SIHPL Section 155 Proposal as required by the District Court of Amsterdam, the High Court of South Africa, Western Division, Cape Town, as well as any other relevant jurisdictions (as applicable), including to determine whether to dispute or defend a Claim Determination with the Dispute Committee. Such legitimate interest has been assessed in consideration of your own interests and fundamental rights. The provision of the Personal Data is required to enable you to participate in the Settlement Funds. Failure to provide the Personal Data will prevent you from participating.

In no case will the processing of the Personal Data entail any (solely) automated decision-making.

## Recipients of the Personal Data

The Personal Data will be shared with the following categories of recipients for the above purposes, on a need to know basis in the context of the Steinhoff Group Settlement:

- i. third parties advising and assisting SIHNV and SIHPL as well as SRF, such as accountants, bailiffs, lawyers and notaries;
- ii. the Claims Administrator;
- iii. entities of the Claims Administrator's group, including outside the European Union;
- iv. sub-processors of the Claims Administrator;
- v. the SoP Administrator, the Supervisory Judges, the SoP Committee of Representation and the chair of the voting meeting of the SIHPL Section 155 Proposal;
- vi. the Dispute Committee;
- vii. the Deloitte Firms and the D&O Insurers; and
- viii. any national and/or international regulatory or enforcement body or court provided we are legally required to share the Personal Data or decide to do so as part of our legal defence.

As the case may be, the above recipients may act as controllers or processors. In the latter case, the processors may only process the Personal Data on behalf of SIHNV, SIHPL and (after the Settlement Effective Date) SRF based on their instructions and must comply with specific contractual obligations SIHNV, SIHPL and/or SRF are imposing on them for the protection of the Personal Data in accordance with the Data Protection Regulations.

Some of the above recipients are located in a country outside the European Economic Area which is not considered adequate from a data protection viewpoint by the EU Commission (such as the USA and South Africa). In that case, appropriate safeguards shall be implemented, such as the relevant Standard Contractual Clauses adopted by the EU Commission. You can obtain a copy of these clauses upon request using the communications referred to below.

## Retention of the Personal Data

The Personal Data shall be retained as long as necessary for the administration of your Claim or as long as required by law. It shall be destroyed or anonymised shortly thereafter.

## Your rights

You may exercise the following rights under the conditions and within the limits set forth in the Data Protection Regulations:

- i. the right to access the Personal Data as processed by SIHNV, SIHPL and SRF and, if you consider that any Personal Data is incorrect, obsolete or incomplete, to request its correction or updating;
- ii. the right to request the erasure of the Personal Data or the restriction of its processing;
- iii. the right to object, in whole or in part, to the processing of your Personal Data; and
- iv. the right to request the portability of the Personal Data, i.e. that it be returned to you or transferred to the entity of your choice, in a structured, commonly used and machine-readable format and subject to confidentiality obligations.

In addition to the above rights, if you consider that we have not processed your Personal Data in accordance with the Data Protection Regulations, you have the right to file a complaint with the competent data protection authority(ies).

## Contact us

If you have any question about the processing of the Personal Data or want to exercise any of the above rights, please contact the Claims Administrator via [info@steinhoffsettlement.com](mailto:info@steinhoffsettlement.com).

## Part 13. Documentary requirements for representatives only

Are you filing this Claim Form in a representative capacity?

Yes I am filing the Claim Form in a representative capacity

No I am filing the Claim Form on my own behalf

To the extent you act in a representative capacity:

**Valid authorisation to submit the Claim Form**

You must provide documentary proof that the MPC Claimant(s) you purport to represent has (have) validly authorised you to (amongst others) submit their MPC Relevant Claims in the SoP Proceedings and/or the Section 155 Proceedings.

**Valid authorisation to collect the distributions**

To the extent the MPC Claimant(s) you purport to represent has (have) authorised you or another third party to collect the payments that they are entitled to on their behalf, you must provide documentary proof of such (valid) authorisation.

**Valid authorisation to submit the Filing Instruction**

You must provide proof that the MPC Claimant(s) that you purport to represent has (have) validly authorised you to provide the SIHNV Filing Instruction and/or SIHPL Filing Instruction to the Claims Administrator, to the extent applicable.

**Valid signature of the authorisations**

Please answer the following questions:

1. Is (are) the person (or persons) that authorised you to file the MPC Relevant Claims a legal entity? If yes, you must provide proof that such legal entity is validly represented by the signatory of the authorisation.

Yes                      No

2. Is (are) the person (or persons) that authorised you to submit the SIHNV Filing Instruction and/or SIHPL Filing Instruction a legal entity? If yes, you must provide proof that such legal entity is validly represented by the signatory of the authorisation.

Yes                      No

3. Are you filing claims on behalf of MPC Claimants that are joint account holders, co-beneficiaries and co-owners? If yes, you must provide proof that all joint account holders validly authorised you to file the claim and execute this Claim Form and submit the SIHNV Filing Instruction and/or SIHPL Filing Instruction on their behalf.

Yes                      No



**Part 14. Signature**

**YOU MUST ELECTRONICALLY SIGN THIS CLAIM FORM. FAILURE TO SIGN WILL RESULT IN A REJECTION OF YOUR CLAIM.**

**THE CLAIM FORM MUST BE SIGNED BY OR ON BEHALF OF ALL JOINT ACCOUNT HOLDERS.**

Your typed name will serve as your electronic signature.

---

Name

---

Please state your representative capacity (for representatives only)

---

Name

---

Please state your representative capacity (for representatives only)

---

Name

---

Please state your representative capacity (for representatives only)

---

Name

---

Please state your representative capacity (for representatives only)