

## **Relationship Agreement – conformed copy**

THIS AGREEMENT is entered into this 20<sup>th</sup> day of February 2004

BETWEEN:

Nedcor Limited (registered in South Africa with Registration No. 1966/010630/06)  
("Nedcor"); and  
Old Mutual plc (registered in England and Wales with registered number 3591559)  
("Old Mutual")

WHEREAS:

1. The parties recognise that there are significant benefits to Nedcor and Old Mutual flowing from Nedcor being clearly part of the group of which Old Mutual is the ultimate parent company (the "Old Mutual group").
2. The close involvement of Nedcor in the Old Mutual group is for the benefit of all Nedcor's shareholders and thus the parties consider that there is an identity of the interests of all shareholders of Nedcor (i.e. the majority and the minority shareholders) arising from the foregoing.
3. Day-to-day management decisions and regulatory banking relationships in South Africa will remain the sole responsibility of Nedcor's management and Board.
4. The parties are further of the view that the relationship between Old Mutual and Nedcor should be transparently explained.

5. Accordingly the parties have agreed that they should formally record the terms of their relationship and that the document recording such terms should be available for inspection by shareholders of each company.
6. In addition, the conclusion of this Agreement will fulfil one of the conditions precedent specified by Old Mutual for the Old Mutual group's support of Nedcor's rights issue in 2004.

**NOW IT IS HEREBY AGREED as follows:**

**1. TRANSACTIONS OF NEDCOR REQUIRING OLD MUTUAL'S INVOLVEMENT**

Nedcor agrees and undertakes with Old Mutual that:

- it will consult with Old Mutual and have regard to Old Mutual's strategic plans in devising its own strategy (which expression shall include any material acquisitions or disposals or the raising of any significant amount of capital, whether Tier 1, 2 or 3), which should be consistent and aligned with that of Old Mutual and designed to maximise the long-term shareholder value of both entities;
- it will update its strategic plan and business plan annually to accord with the Old Mutual group's three year planning cycle;
- without prejudice to the generality of the first bullet point in this Clause 1, Nedcor will not commit itself to a strategy that would entail the raising of additional ordinary share capital (other than in the ordinary course of satisfying normal employee optionholders' rights) or dilute the Old Mutual group's stake in its ordinary share capital below 50.1% without express prior written agreement from Old Mutual. Nedcor notes that reduction of the Old Mutual group's stake below a majority holding would be a Class 1 transaction under the rules of the UK Listing Authority and require prior shareholder consent from Old Mutual's shareholders;

- if Nedcor requires additional ordinary share capital and this is agreed by Old Mutual, it will liaise with Old Mutual over the exact timing of and other arrangements for the issue concerned, with a view to accommodating any reasonable requirements of Old Mutual;
- it will consult with Old Mutual prior to making any material change to its dividend policy, and will provide Old Mutual with as much advance warning of any such change as reasonably practicable.

## **2. PROVISION OF INFORMATION**

Nedcor hereby undertakes that:

- it will report to Old Mutual in timely fashion, and so as to accord with mutually agreed timetables, appropriate financial and operational information on its group's activities for the purposes of business planning, monthly management accounts, monthly Asset Liability Committee (ALCO) reports, interim and full year accounts, forecasting and quarterly reforecasting, the seeking or maintenance of any Old Mutual or other Old Mutual group company credit ratings, and for such other financial planning, group treasury, regulatory, accounting, accounting reconciliation or management information purposes as Old Mutual may reasonably require. It will also have regard to and use its best endeavours to comply with Old Mutual's requirements for the format and contents of any such reports;
- it will provide such confirmations, certificates and assurances to Old Mutual as Old Mutual may reasonably require for the purposes of enabling Old Mutual to discharge its obligations under the Turnbull Guidance, the Combined Code and any other governance or regulatory obligations or best practice to which Old Mutual is subject, whether in the UK or elsewhere;
- it will put in place and maintain appropriate arrangements for coordinating flows of information required by Old Mutual's Audit Committee or by Old Mutual's Investor Relations, Human Resources, Finance, Tax, Internal Audit, Group Risk Management or Compliance functions or any other central function where Old Mutual needs or wishes to monitor oversight on a Group-wide basis and will align its policies in these areas with those of the rest of the Old Mutual group where Old Mutual reasonably requires this.

### **3. APPOINTMENTS OF DIRECTORS AND OFFICE BEARERS AND RELATED MATTERS**

Nedcor agrees that it will consult with Old Mutual and obtain Old Mutual's prior agreement before publicly announcing any material proposed change to the terms and conditions of employment, remuneration or share incentive arrangements applicable to its directors or senior management employees or before appointing or dismissing (i) the Chairman of the Board or of the Audit, Remuneration or Nomination Committees of Nedcor; (ii) the Chief Executive or Group Finance Director of Nedcor; (iii) any non-executive director of Nedcor; or (iv) Nedcor's auditors.

### **4. COOPERATION WITH RESPECT TO AREAS OF BUSINESS**

Nedcor agrees that it will actively seek to identify, develop and exploit synergies, joint ventures, coordination of product design and opportunities for secondment of personnel and sharing of knowledge and expertise with other businesses in the Old Mutual group in pursuit of its communicated strategy, particularly with Old Mutual (South Africa) Limited and its subsidiaries and in the area of bancassurance, for the mutual benefit of both parties. Priorities will be agreed in respect of bancassurance initiatives and the parties will each use all reasonable endeavours to realise the benefits targeted through such cooperative efforts.

In the case of joint ventures involving participation by both Nedcor or one of its subsidiaries on the one hand and a member of the Old Mutual group (excluding Nedcor and its subsidiaries) on the other hand, the applicable governance and management arrangements will be documented in formal joint venture agreements.

Old Mutual agrees that it will cooperate with Nedcor to facilitate the achievement of the objectives described in the first sentence of the first paragraph of this Clause 4 and will also, so far as reasonably practicable, keep

Nedcor informed of its proposals for Old Mutual group strategy, insofar as these may impinge directly on Nedcor.

Day to day management decisions and regulatory banking relationships in South Africa will remain the sole responsibility of Nedcor's management and Board.

## **5. CONFIDENTIALITY AND DEALINGS IN SHARES AND SECURITIES**

Old Mutual undertakes that it will treat all unpublished information that it receives from the Nedcor group which is of a price sensitive nature with appropriate confidentiality and acknowledges that some of the information it receives may constitute price-sensitive unpublished information that may impact on its ability to deal in shares or other securities in Nedcor and Nedcor's subsidiaries at certain times.

Nedcor likewise undertakes that it will treat all unpublished information that it receives from the Old Mutual group which is of a price sensitive nature with appropriate confidentiality and acknowledges that, as a consequence of the provisions of the UK Companies Act 1985, it and its subsidiaries are generally precluded (except in the areas of third party asset management and in providing fiduciary services to third parties) from acquiring any interest or otherwise dealing in the shares of Old Mutual. Nedcor undertakes that it will procure that all companies from time to time in the Nedcor group will be made aware of and abide by this restriction. Where shares in Old Mutual may be dealt in by companies in the Nedcor group in accordance with the exceptions mentioned above, Nedcor will ensure that any price sensitive or confidential information relating to Old Mutual is protected from those involved in such dealings by the use of "Chinese walls" or other appropriate mechanisms. Nedcor will also ensure that its directors and any of its other senior employees who are designated as "Relevant Employees" for the purposes of the Model Code on Securities Dealings of Old Mutual are made aware of the restrictions arising therefrom on such persons' freedom to deal in securities of Old Mutual and its listed subsidiaries from time to time.

## **6. POTENTIAL CONFLICTS OF INTEREST**

Each of Nedcor and Old Mutual acknowledges that, because of the nature of their relationship and the holding by certain individuals of directorships of both companies and the existence of minority shareholders in Nedcor, there may be circumstances where a conflict of interest could arise or be perceived to arise. In such circumstances, they will liaise with each other to ensure that appropriate arrangements are put in place to deal with the situation, including by the establishment, where thought fit, of Committees of their respective Boards comprising only independent directors and the taking of independent advice.

Each of the parties agrees that it will not use its position to disadvantage the other and that, save for the purposes of giving effect to this Agreement, all relationships between Nedcor and Old Mutual will be on an arm's length basis, unless otherwise mutually agreed. The parties shall also strive to maintain transparency in their relationships with each other.

## **7. COMPLIANCE WITH JSE REQUIREMENTS**

Nothing herein contained shall relieve Nedcor or Old Mutual of their respective disclosure obligations in terms of the Listings Requirements of the JSE Securities Exchange South Africa.

## **8. DURATION AND MODIFICATION**

This Agreement shall come into effect from 23 February 2004. It will continue in effect, unless otherwise mutually agreed between Nedcor and Old Mutual, for so long as Nedcor continues to be a subsidiary of Old Mutual by virtue of the Old Mutual group owning more than 50% of its issued ordinary shares. It may be modified by express mutual agreement signed on behalf of both parties.

## 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above mentioned

SIGNED by M M KATZ and )

G S NIENABER for and on )

behalf of NEDCOR LIMITED )

(signature of M M Katz) 20.02.2004

(signature of G S Nienaber) 20.02.2004

SIGNED by M C MURRAY )

for and on behalf of OLD )

MUTUAL PLC )

(signature of M C Murray)