

GLOBAL FRAMEWORK AGREEMENT

between

SHOPRITE INTERNATIONAL LTD

and

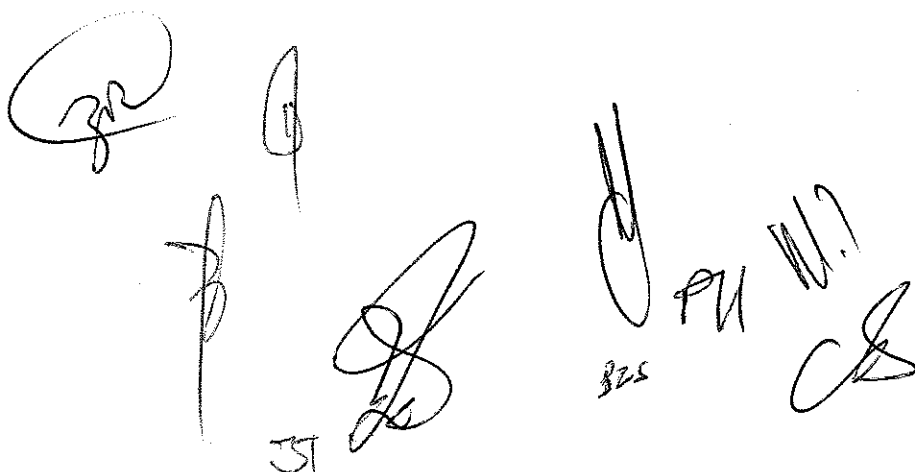
SHOPRITE CHECKERS (PTY) LIMITED

("Shoprite Checkers")

and

UNI Global Union

("UNI")

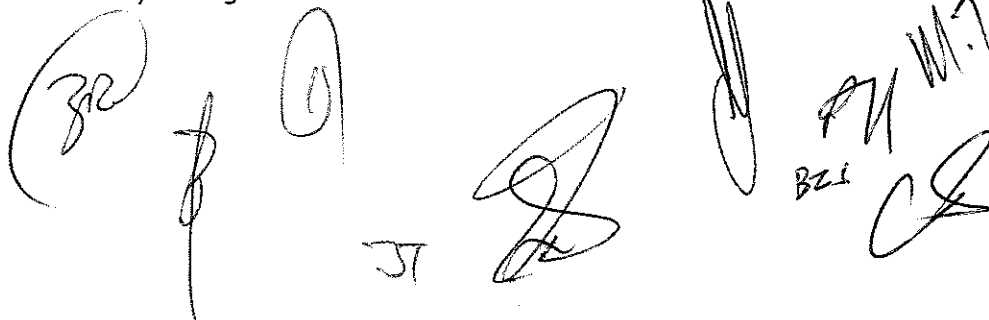
A collection of handwritten signatures and initials in black ink. On the left, there is a large circular signature, a vertical signature, and a signature with the letters 'ST' below it. In the center, there is a large, stylized signature. On the right, there is a signature with 'PU' and 'W.7' next to it, and another signature with 'CS' below it. There are also some smaller, less distinct marks and initials scattered around.

1. INTRODUCTION

- 1.1 Shoprite Checkers is a multinational retail group.
- 1.2 Union Network International (UNI) is a global union representing workers in the Commerce (Wholesale & Retail) and services sectors, incorporating over 900 different unions and 20 million members.
- 1.3 Shoprite Checkers and UNI Global Union confirm their mutual interest in the development and sustainability of the Retail and Wholesale Sectors, and in the promotion and implementation of sound industrial relations.
- 1.4 Shoprite Checkers and UNI Global Union agree to enter into this agreement to create a forum to facilitate global social dialogue between Shoprite Checkers and UNI Global Union.

2. APPLICATION

- 2.1 Shoprite Checkers and UNI Global Union unequivocally accept and agree that this relationship agreement does not supersede, vary, replace or otherwise affect any existing or future workplace and/or national agreements concluded by Shoprite Checkers.
- 2.2 Shoprite Checkers and UNI Global Union recognise that different countries have different laws governing employment. Both Shoprite Checkers and UNI Global Union undertake to operate within the framework and jurisdiction of the applicable laws.
- 2.3 The principles set out in this global agreement will apply to all Shoprite Checkers operations and its subsidiaries where Shoprite Checkers formally recognises Uni Global Union alliance members.

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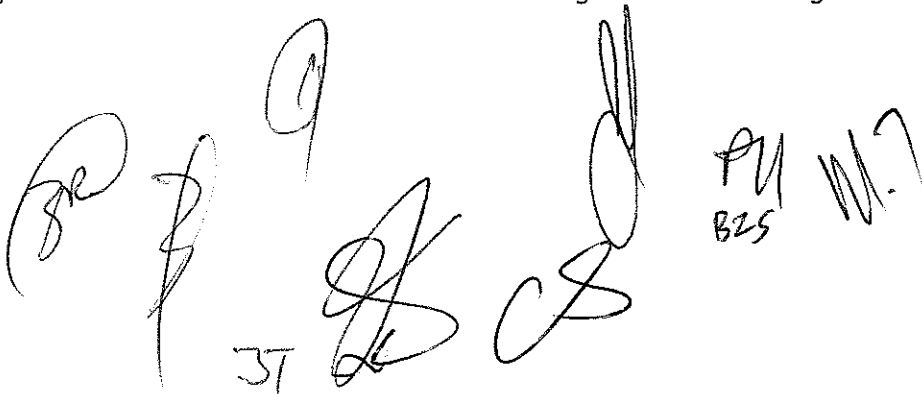
3. **FUNDAMENTAL LABOUR AND HUMAN RIGHTS IN THE WORKPLACE**

Shoprite Checkers and UNI Global Union subscribe to basic employment rights in the workplace as contemplated under the ILO's Declaration on Fundamental Principles and Rights at Work, namely:

- 3.1 freedom of association and the effective recognition of the right to collective bargaining;
- 3.2 the elimination of forced labour;
- 3.3 the prohibition of child labour;
- 3.4 the elimination of discrimination in respect of employment and occupation.

4. **EMPLOYMENT TERMS AND CONDITIONS AND ORGANISATIONAL RIGHTS**

- 4.1 Terms and conditions of employment for each country in which Shoprite Checkers operates, will be in compliance with the legal minimum standards set out in each country for working hours, pay, health & safety, training and holidays.
- 4.2 Collective bargaining, including organisational rights will be effected in terms of agreements concluded with representative trade unions, in accordance with relevant local laws.
- 4.3 Shoprite Checkers and UNI Global Union recognise that every business unit/store must be sustainable in its own right over the long term.



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- 4.4 The parties aim to ensure that Shoprite Checkers remains a leading retailer, where employment equity and the social upliftment of staff is a central factor within the group's business philosophy.

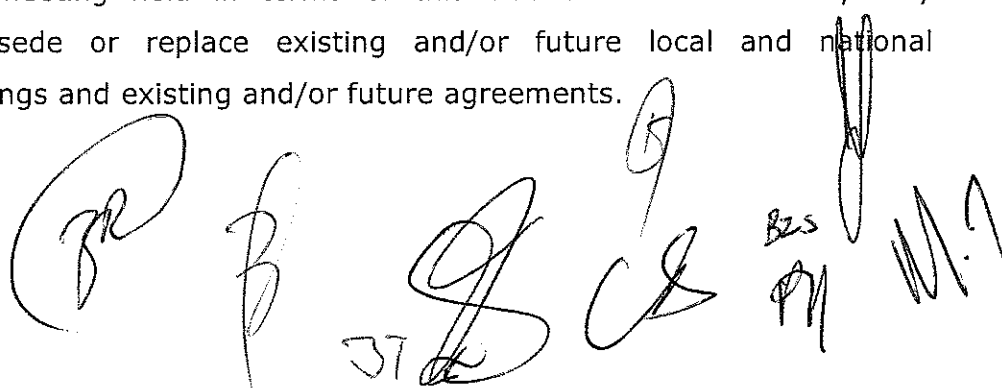
5. **DISCUSSION FORUM**

Shoprite Checkers and UNI Global Union will meet for the purposes of sharing relevant information about Shoprite Checkers' business subject to the following:

- a) Shoprite Checkers and a UNI Global Union delegation will meet on not more than one occasion each year. These meetings will be held in Cape Town, South Africa, or at any other mutually acceptable venue.
- b) A meeting will last as long as necessary, but not more than a day, unless otherwise agreed.
- c) At the joint meeting Shoprite Checkers management will communicate general information regarding Shoprite Checkers' activities and prospects and their impact on employees' interests. The information may include the following:
 - (i) Operational issues relating to Shoprite Checkers at global level;
 - (ii) Current retail activities, focusing on the most significant geographical areas;
 - (iii) Overview of the group's industrial relations in different countries where it operates;
 - (iv) Activities and programmes concerning social responsibility;

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- (v) Health and safety at the workplace.
- d) Shoprite Checkers shall not be obliged to disclose any information which is confidential, proprietary, secret or strategically or commercially sensitive.
- e) UNI Global Union may submit a written request to Shoprite Checkers setting out specific questions that they wish to raise with respect to the items listed in clauses 5 c)(i) to (v) above. Such a request must be received by Shoprite Checkers at least 30 days prior to the proposed meeting.
- f) The meeting will be conducted in English. All written documentation provided by either party will be in that language.
- g) UNI Global Union will bear its own costs arising out of this agreement. These costs include the required travel costs, accommodation and other consequential expenses of UNI officials, representatives, employees, delegates, and affiliate officials. However, if meetings take place on Shoprite Checkers premises, Shoprite Checkers will provide the meeting facilities free of charge. Shoprite Checkers will only be responsible for its own costs.
- h) UNI Global Union delegates who are Shoprite Checkers employees will be given leave to attend the meeting, in line with local arrangements. Employees who form part of the UNI Global Union delegation will be limited to a maximum of two (2) employee delegates per country where an affiliated trade union is recognised.
- i) Any meeting held in terms of this clause does not in any way supersede or replace existing and/or future local and national meetings and existing and/or future agreements.

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6. INDUSTRIAL ACTION

In the event that members of a UNI affiliated union engage in any form of strike or other unprotected and/or unlawful industrial action, and if requested by Shoprite Checkers to do so, UNI will take active, appropriate steps to normalize the situation.

7. UNION ACCESS

7.1 Uni Global Union agrees that its officials, members and or representatives may only attend on Shoprite Checkers premises with the prior written approval of the relevant country manager.

7.2 Both Parties agree that meetings with workers will be held at a mutually agreed time and place and conducted in a non-disruptive manner.

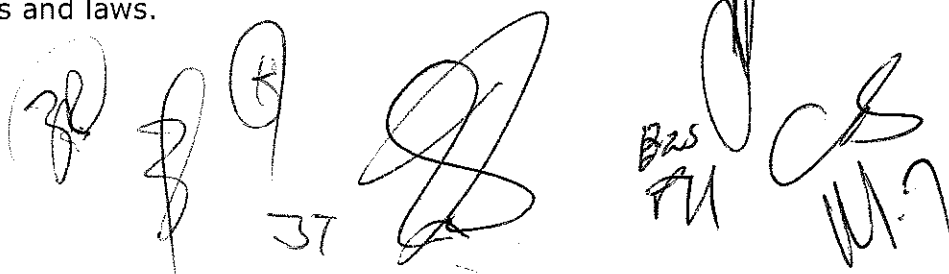
8. IMPLEMENTATION

8.1 Shoprite Checkers and UNI Global Union will work together to resolve any disagreement regarding the effective implementation of the principles of this Global Agreement.

8.2 Shoprite Checkers and UNI Global Union will each appoint a contact person.

8.3 Shoprite Checkers accepts responsibility for communication of this agreement to its management.

8.4 UNI Global Union likewise will take proactive steps to ensure that affiliated unions are supportive of local Shoprite operations and work at all times within the letter and spirit of this agreement and any local agreements and laws.



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8.5 Shoprite Checkers and UNI Global Union may translate this agreement into the relevant local languages.

8.6 Shoprite Checkers will strive, in its dealings with suppliers, to engage with those that share its commitment to the principles of good governance.

9. COMPANY PROCEDURES

UNI and its affiliates undertake to abide by Shoprite Checkers' procedures, including security procedures, should they attend on Shoprite Checkers premises for any reason. UNI agrees that its officials, members and/or representatives may only attend on such premises with the prior written approval of the relevant Country Manager.

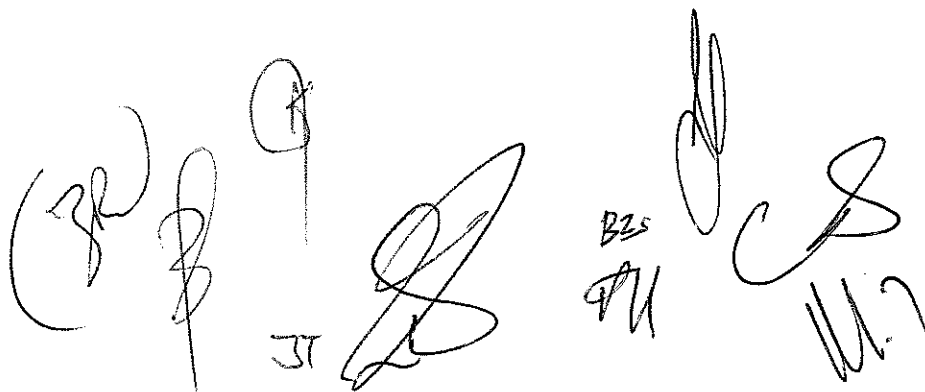
10. AFFILIATION

The Unions, set out in the attached schedule, are currently UNI Global Union alliance members and are recognised in Shoprite Checkers' businesses. UNI Global Union herewith undertakes to update this list at the beginning of January each year.

11. DURATION AND TERMINATION

11.1 This agreement shall become effective as from the date on which all the parties sign it.

11.2 This agreement may be terminated at any time by the one party giving to the other 60 (sixty) days written notice of termination.

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12. SERVICE

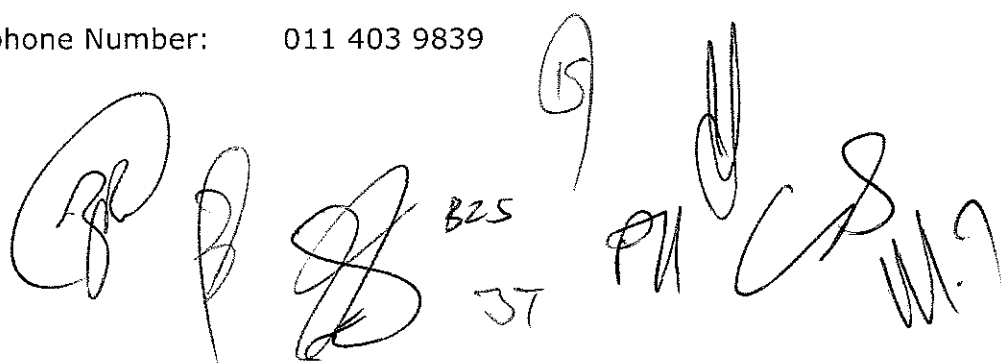
The parties choose as their *domicilia citandi et executandi* for all the purposes under this agreement and any written communication between the parties, the following addresses:

Shoprite Checkers:

- a. Physical Address: cnr of Old Paarl & William Dabs
Brackenfell, 7560
- b. Postal Address: PO Box 215, Brackenfell, 7561
- c. Contact Person: Mr Gerhard Oosthuizen
- d. Telephone Number: 012 6212206
- e. Cell Number: 082 3311242
- f. Fax Number: 012 621 2329
- g. Email Address: geoosthuizen@shoprite.co.za

The Union:

- a. Physical Address: 8-10 Av. Reverdil 1260 Nyon Switzerland /
11 Leyds Street, Braamfontein, 2017
- b. Postal Address: 8-10 Av. Reverdil 1260 Nyon Switzerland
- c. Contact Person: Keith Jacobs
- d. Telephone Number: 011 403 9839



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- e. Cell Number: 082 650 6210
- f. Fax Number: 011 403 9836
- g. Email Address: keith.jacobs@uniglobalunion.org

Either party may change its *domicilia citandi et executandi* to another physical address within the Republic of South Africa provided it gives the other party at least fourteen (14) days written notice thereof by prepaid registered post.

AGREED AND SIGNED at Bucknell this 23rd day of

February, ~~2009~~ 2010

CB 825

FOR AND ON BEHALF OF
SHOPRITE CHECKERS

FOR AND ON BEHALF OF
UNI GLOBAL UNION

As Witnesses:

