

**Must be Postmarked
No Later Than
January 9, 2012**

Harmony Gold Mining Co. ADR Litigation
c/o GCG, Inc.
PO Box 9681
Dublin, OH 43017-4981
1-800-408-7518

HMY



Claim Number:

Control Number:

PROOF OF CLAIM FORM

**YOU MUST COMPLETE THIS PROOF OF CLAIM FORM
AND IT MUST BE POSTMARKED NO LATER THAN JANUARY 9, 2012**

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**PART I - CLAIMANT IDENTIFICATION**

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

Account Number: (not required)

Last 4 digits of Claimant Social Security Number/Taxpayer ID Number:

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Street Address:

City:

State and Zip Code:

Country (Other than U.S.):

Daytime Telephone Number: () -

Evening Telephone Number: () -

Email Address:

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at www.harmonygoldadr litigation.com or you may e-mail the Claims Administrator at eClaim@gcginc.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing your file with your claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at eClaim@gcginc.com to inquire about your file and confirm it was received and acceptable.

NOTE: Separate Proofs of Claim should be submitted for each separate legal entity (e.g., a claim from Joint Owners should not include separate transactions of just one of the Joint Owners, an Individual should not combine his or her IRA transactions with transactions made solely in the Individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity no matter how many separate accounts that entity has (e.g., a Corporation with multiple brokerage accounts should include all transactions in Harmony Gold ADRs or options) during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in.



PART II - SCHEDULE OF TRANSACTIONS IN HARMONY GOLD ADRs

- A. BEGINNING HOLDINGS:** Number of Harmony Gold Mining Co. ADRs held at the close of trading on **April 24, 2007**:
- B. PURCHASES:** List purchases of Harmony Gold Mining Co. ADRs between **April 25, 2007**, and **August 7, 2007**, inclusive (Must be documented).

| Trade Date(s) of Purchase (Exercise or Assignment Date if obtained due to an option transaction) (List Chronologically) Month/Day/Year | Number of ADRs Purchased | Purchase Price Per ADR | Total Amount Paid for ADRs (including taxes, commission and other expenses) | Complete only if purchase was result of option exercise or assignment Enter "E" if Exercised or "A" if Assigned |
|---|-----------------------------|---------------------------|---|--|
| / / | | \$ | \$ | |
| / / | | \$ | \$ | |
| / / | | \$ | \$ | |
| / / | | \$ | \$ | |

- C. PURCHASES:** Number of Harmony Gold ADRs purchased between **August 8, 2007** and the **date the claim form is completed** (If none, write "zero" or "0")
- D. SALES:** List sales of Harmony Gold Mining Co. ADRs between **April 25, 2007**, and the **date the claim form is completed**, inclusive. Please list in chronological order (Must be documented):

| Trade Date(s) of Sale (Exercise or Assignment Date if sold due to an option transaction) (List Chronologically) Month/Day/Year | Number of ADRs Sold | Sale Price Per ADR | Total Amount Received for ADRs (net of taxes, commission and other expenses) | Complete only if sale was result of option exercise or assignment Enter "E" if Exercised or "A" if Assigned |
|---|------------------------|-----------------------|--|--|
| / / | | \$ | \$ | |
| / / | | \$ | \$ | |
| / / | | \$ | \$ | |
| / / | | \$ | \$ | |

- E. UNSOLD HOLDINGS:** Number of Harmony Gold Mining Co. ADRs held **as of the date the claim form is completed** (Must be documented):

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX ☐
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED**



PART III - TRANSACTIONS IN CALL OPTIONS ON HARMONY GOLD ADRs
YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

- A. BEGINNING POSITION:** At the close of business on **April 24, 2007** I owned the following call options on Harmony Gold ADRs (must be documented):

| Number of Contracts | Expiration Month and Year & Strike Price of Options (i.e. May 2002/\$40) | Purchase Price Per Contract | Amount Paid (including commissions, taxes, and fees) | Insert an "E" if Exercised or an "X" if Expired | Exercise Date (Month/Day/Year) |
|---------------------|---|-----------------------------|---|---|-----------------------------------|
| | | \$. | \$ | | / / |
| | | \$. | \$ | | / / |
| | | \$. | \$ | | / / |
| | | \$. | \$ | | / / |

- B. PURCHASES:** I made the following purchases of call option contracts on Harmony Gold ADRs between **April 25, 2007** and **August 7, 2007**, inclusive (must be documented):

| Date of Purchase (List Chronologically) (Month/Day/Year) | Number of Contracts | Expiration Month and Year & Strike Price of Options (i.e. May 2002/\$40) | Purchase Price Per Contract | Amount Paid (including commissions, taxes, and fees) | Insert an "E" if Exercised or an "X" if Expired | Exercise Date (Month/Day/Year) |
|--|---------------------|---|-----------------------------|---|---|-----------------------------------|
| / / | | | \$. | \$ | | / / |
| / / | | | \$. | \$ | | / / |
| / / | | | \$. | \$ | | / / |
| / / | | | \$. | \$ | | / / |

- C. SALES:** I made the following sales of the above call option contracts on Harmony Gold ADRs which call option contracts were purchased between **April 25, 2007** and **August 7, 2007** (include all such sales no matter when they occurred) (must be documented):

| Date of Sale (List Chronologically) (Month/Day/Year) | Number of Contracts | Expiration Month and Year & Strike Price of Options (i.e. May 2002/\$40) | Sale Price Per Contract | Amount Received (net of commissions, taxes, and fees) |
|--|---------------------|---|-------------------------|--|
| / / | | | \$. | \$ |
| / / | | | \$. | \$ |
| / / | | | \$. | \$ |
| / / | | | \$. | \$ |

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PART III - TRANSACTIONS IN PUT OPTIONS ON HARMONY GOLD ADRs
YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

- A. BEGINNING POSITION:** At the close of business on **April 24, 2007**, I was obligated on the following put options on Harmony Gold ADRs (must be documented):

| Number of Contracts | Expiration Month and Year & Strike Price of Options (ie. May 2002/\$40) | Sale Price Per Contract | Amount Received (net of commissions, taxes, and fees) | Insert an "A" if Assigned or an "X" if Expired | Assign Date (Month/Day/Year) |
|---------------------|--|-------------------------|--|--|---------------------------------|
| | | \$ | | | / / |
| | | \$ | | | / / |
| | | \$ | | | / / |
| | | \$ | | | / / |

- B. SALES (WRITING) OF PUT OPTIONS:** I wrote (sold) put option contracts on Harmony Gold ADRs between **April 25, 2007** and **August 7, 2007**, inclusive, as follows (must be documented):

| Date of Writing (Sale) (List Chronologically) (Month/Day/Year) | Number of Contracts | Expiration Month and Year & Strike Price of Options (i.e. May 2002/\$40) | Sale Price Per Contract | Amount Received (net of commissions, taxes, and fees) | Insert an "A" if Assigned or an "X" if Expired | Assign Date (Month/Day/Year) |
|---|---------------------|---|-------------------------|--|--|---------------------------------|
| / / | | | \$ | | | / / |
| / / | | | \$ | | | / / |
| / / | | | \$ | | | / / |
| / / | | | \$ | | | / / |

- C. COVERING TRANSACTIONS (REPURCHASES):** I made the following repurchases of the above put option contracts on Harmony Gold ADRs that I wrote (sold) on or before **August 7, 2007 (include all repurchases no matter when they occurred)** (must be documented):

| Date of Repurchase (List Chronologically) (Month/Day/Year) | Number of Contracts | Expiration Month and Year & Strike Price of Options (i.e. May 2002/\$40) | Price Paid Per Contract | Aggregate Cost (including commissions, taxes, and fees) |
|--|---------------------|---|-------------------------|--|
| / / | | | \$ | \$ |
| / / | | | \$ | \$ |
| / / | | | \$ | \$ |
| / / | | | \$ | \$ |

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**PART IV - RELEASE**

I (we) understand and acknowledge that, without further action by anyone, on and after the Effective Date, I (we) on behalf of myself (ourselves) and each of my (our) heirs, executors, administrators, successors, and assigns shall be deemed to have released and forever discharged each and every Settled Claim as against each and every one of the Released Parties, and shall forever be barred and enjoined from commencing, instituting or maintaining any of the Settled Claims against any of the Released Parties.

“Effective Date” means the first day after the Court enters the Order and Final Judgment and either (i) the expiration of any time for review or appeal of the Order and Final Judgment, or (ii) if any appeal is filed and not dismissed, the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari. Any award of Counsel Fees and Expenses and/or the approval of any Plan of Allocation shall not be considered a material provision of the Order and Final Judgment, and any appeal of Counsel Fees and Expenses or Plan of Allocation shall not delay the Effective Date, and any modification as a result of such appeal shall not be considered a modification of a material term.

“Released Parties” and “Released Party” means any and all of Harmony Gold, as well as its present and former directors, officers (including Bernard Swanepoel and Nomfundo Qangule), employees, agents, consultants, attorneys, accountants, auditors, underwriters, partners, insurers, reinsurers, personal representatives, spouses, issues, heirs, executors, administrators, predecessors, successors, assigns, parent corporations, subsidiaries, divisions, affiliates, trusts, or any other individual or entity in which Harmony Gold has a controlling interest or which is affiliated with Harmony Gold or any of the parties listed above.

“Settled Claims” means any and all claims, debts, demands, rights, causes of action or liabilities, of every nature and description whatsoever, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, based in law or equity, or based on any foreign, federal, state, local, statutory or common law, or any other law, rule or regulation (including any claims for violations of Fed. R. Civ. P. 11), including both known claims and Unknown Claims that have been or could have been asserted in any forum by the Class Members or any of them, or the successors or assigns of any of them, whether directly, indirectly, derivatively, representatively or in any other capacity against any of the Released Parties, which arise out of, relate to, or are based upon, in any way, directly or indirectly, (a) the allegations, transactions, facts, events, matters, occurrences, acts, representations or omissions involved, set forth, or referred to, or that could have been asserted in the Action, including without limitation, claims for negligence, gross negligence, breach of duty of care, breach of duty of loyalty, breach of duty of candor, fraud, negligent misrepresentation, and breach of fiduciary duty, or (b) the purchase, acquisition, sale, disposition or transfer of Harmony Gold securities by any Class Member during the Class Period, including without limitation all claims arising out of or relating to any disclosures, public filings, registration statements or other statement by any or all of the Released Parties. Settled Claims does not mean or include claims, if any, against the Released Parties arising under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq., which are not common to all Class Members. Additionally, “Settled Claims” does not include claims relating to the enforcement of the Settlement or the terms of this Stipulation.

“Unknown Claims” means any and all Settled Claims that any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties, and any of Settled Defendant’s Claims that Defendant does not know or suspect to exist in its favor, which if known by him, her, or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled Defendant’s Claims, the Released Parties and each Class Member, acting through Class Counsel, shall each, for themselves and all persons claiming by, through, or on behalf of them, be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each Class Member’s and the Released Parties’ successors and assigns and any persons or entities claiming through or on behalf of them shall, by operation of law, be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims and Settled Defendant’s Claims was separately bargained for and was a material element of the Settlement and Stipulation.



PART V - CERTIFICATION & SIGNATURE

The undersigned represents and certifies UNDER PENALTY OF PERJURY that:

1. I am (we are) not any entity in which Harmony had a controlling interest during the Class Period; an officer or director of Harmony during the Class Period or a member of their immediate families; or a legal representative, heir, successor, or assign of any of the excluded persons or entities who assert any interest in Harmony ADRs or put or call options on Harmony ADRs through or on behalf of any of the excluded persons or entities.
2. If signing this Proof of Claim Form on behalf of a corporation, partnership or other business entity, I have the legal authority to act on its behalf and execute this Proof of Claim Form.
3. I agree to submit to the jurisdiction of the United States District Court for the Southern District of New York for all purposes relating to this claim filing.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim Form by the undersigned is true and correct.

Executed this _____ day of _____ in _____.

(Month/Year) (City) (State/Country)

(Sign your name here)

(Joint owner sign your name here)

(Type or print your name here)

(Joint owner type or print your name here)

(Capacity of persons signing, e.g., Beneficial Purchaser, Executor, President, Custodian, etc.)



REMINDER CHECKLIST

1. Please sign the Certification & Signature section of the Proof of Claim form.
2. If this claim is made on behalf of joint claimants, then both must sign.
3. For an overview of what constitutes adequate supporting documentation, please visit www.harmonygoldadr litigation.com
4. DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.
5. Keep a copy of your Proof of Claim form and all documentation submitted for your records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at **(800) 408-7518**.
7. If you move, please send your new address to:

Harmony Gold Mining Co. ADR Litigation
c/o GCG, Inc.
PO Box 9681
Dublin, OH 43017-4981

8. **Do not use highlighter on the Proof of Claim form or supporting documentation.**