

**ZIM Integrated Shipping Services Ltd.**  
**9 Andrei Sakharov**  
**Haifa, Israel**

Dear Shareholder,

You are cordially invited to attend the Special General Meeting of Shareholders (the "**Meeting**") of ZIM Integrated Shipping Services Ltd. (the "**Company**") to be held at 5:00 p.m., Israel time, on Monday, September 25, 2017, at the Company's offices at 9 Andrei Sakharov Street, Haifa, Israel.

The purpose of the Meeting is set forth in the accompanying Notice of Special General Meeting of Shareholders.

We look forward to greeting personally those shareholders who are able to be present at the meeting. However, whether or not you plan to attend the meeting, it is important that your shares be represented. Accordingly, you are kindly requested to sign, date and mail either the voting instrument or the appointment instrument attached to this Notice (which are also available for download on the Company's website) at your earliest convenience so that they will be received not later than 48 hours before the Meeting.

Thank you for your continued cooperation.

Very truly yours,

**ZIM INTEGRATED SHIPPING SERVICES LTD .**

Haifa, Israel  
August 31, 2017

**ZIM Integrated Shipping Services Ltd.**  
**9 Andrei Sakharov**  
**Haifa, Israel**

**NOTICE OF SPECIAL GENERAL MEETING OF SHAREHOLDERS**

Notice is hereby given to the holders of Ordinary Shares, New Israeli Shekels 0.03 nominal value (the "**Shares**"), of ZIM Integrated Shipping Services Ltd. (the "**Company**") that a Special General Meeting of Shareholders (the "**Meeting**") of the Company will be held at 5:00 p.m., Israel time, on Monday, September 25, 2017, at the Company's offices at 9 Andrei Sakharov Street, Haifa, Israel for the following purposes (the "**Notice**"):

1. To elect Mr. Aharon Fogel to serve as a director of the Company for a two-year term commencing on October 6, 2017; and
2. Subject to the approval of Proposal No.1, to approve the Company's entering into a service agreement with Mr. Aharon Fogel for the receipt of Active Chairman services for a one-year term, commencing on October 6, 2017.

The approval of each of Proposals No. 1 and 2 requires the affirmative vote of at least a majority of the votes of shareholders present and participating in the voting at the Meeting in person, by an appointment instrument or by a voting instrument, entitled to vote and voting at the Meeting, without taking into account the votes of those abstaining.

Each Share is entitled to one vote upon each matter to be voted on at the Meeting. One or more shareholders present in person, or who have sent the Company an appointment instrument or a voting instrument indicating the way in which they are voting, and holding or representing (alone or together with others) 51% or more of the voting rights in the Company, shall constitute a quorum. If no quorum is present within half an hour of the time fixed for the Meeting, the Meeting shall be automatically adjourned by one week, to the same day of the week at the same time and place, unless the notice of the Meeting states otherwise. The adjourned Meeting shall discuss those matters for which the first meeting was called. At the Adjourned Meeting, one or more Shareholders present in person or by an appointment instrument or by a voting instrument and holding or representing (alone or together with others) at least 10% of the voting rights in the Company, shall constitute a quorum.

Only shareholders of record on the opening of the Meeting (or any adjournment thereof) are entitled to vote at the Meeting and any adjournment thereof. All shareholders are cordially invited to attend the Meeting in person. Shareholders who are unable to attend the Meeting in person are requested to complete, date and sign the form of voting instrument attached hereto as **Exhibit A** (in either the Hebrew language or the English language) or the form of appointment instrument attached hereto as **Exhibit B** (in either the Hebrew language or the English language), and return it promptly by mail to the Company. Forms of voting instrument and appointment instrument in the Hebrew and English language are also available on the Company's website.

The Company's share register will be closed as of the end of business day of September 18, 2017 and until the date of the Meeting (including).

## **Proposal No. 1**

### **ELECTION OF MR. AHARON FOGEL TO SERVE AS A DIRECTOR OF THE COMPANY FOR A TWO-YEAR TERM COMMENCING ON OCTOBER 6, 2017**

On October 5, 2017, the office of Mr. Aharon Fogel, the active Chairman of the Company's board of directors (the "**Board of Directors**"), shall expire pursuant to his term. As Mr. Fogel's seat is about to be vacated, the Company's shareholders are required to appoint an additional director to the Board of Directors, who is an Israeli citizen, pursuant to Article 75 of the Company's Articles of Association (the "**Israeli Director**" and the "**Articles**", accordingly). Such appointment is required under the Articles in order to bring the number of members of the Board of Directors to nine (9) as determined in the Articles, and preserve the majority of the Israeli directors in the Board of Directors as required under the provisions of the Special State Share included in the Articles.

The Board of Directors was convened for the proposal of nominees for the service of the Israeli Director and recommended the continuation of service of Mr. Fogel as a director of the Company, with the intention to continue his service as an Active Chairman of the Board for a period of one year. The Board of Directors believes that it is important to maintain stability at the Board of Directors, in particular in light of the changes in the Company's senior management. Accordingly, the Board of Directors resolved recommending on one nominee, and it is hereby proposed to re-elect Mr. Fogel to the Board of Directors for a two-year term commencing on October 6, 2017.

*Aharon Fogel* joined the Board of Directors as Chairman in October 2014. Mr. Fogel has rich experience in various fields, having served in varied executive positions since 1988. Throughout his career, he served as Chairman in different companies, including the Israeli Philharmonic Orchestra, Migdal Insurance, Ness Technology, Hadassah Hospital and Leumi Partners. In addition, Mr. Fogel has been a member of the board of directors of different companies such as IDI, Calcalit Jerusalem, Tel-Aviv University, Israel Chemicals, Leumi Bank and held senior positions in the Ministry of Finance. Mr. Fogel was also a partner and founder of Jerusalem Venture Partners in 1995. Mr. Fogel holds a Bachelor's degree in Economics and Statistics and studied in an M.A. program in Economics at the Hebrew University in Israel.

Mr. Fogel has signed a declaration as required by the Articles with respect, among other things, to his qualifications to serve as an independent director of the Company.

It is proposed that the following resolution be adopted at the Meeting:

**"RESOLVED, that the election of Mr. Aharon Fogel as director of the Company for a two-year term commencing on October 6, 2017, as presented to the shareholders, be, and same hereby is, approved."**

## **Proposal No. 2**

### **APPROVAL OF THE COMPANY'S ENTERING INTO A SERVICE AGREEMENT WITH MR. AHARON FOGEL FOR THE RECEIPT OF ACTIVE CHAIRMAN SERVICES**

Following the recommendation of the Compensation Committee and the approval of the Company's audit committee (the "**Audit Committee**") and the Board of Directors, it is proposed, subject to the approval of Proposal No. 1, to approve the Company's entering into a service agreement with Mr.

Aharon Fogel for the receipt of Active Chairman services (the "**Agreement**"). The following is a short summary of the principal terms of the Agreement:

### **The Services**

Mr. Fogel will serve as Active Chairman of the Board of Directors and will perform all duties and responsibilities consistent with such position (the "**Services**").

Mr. Fogel may be engaged by and/or perform advisory and consultation services for, act as a director of the board of directors of, and engage in investment activities in, companies which are not competitors of the Company; provided that such activities do not create a conflict of interest with the performance of the Services.

### **Consideration**

The Company will pay Mr. Fogel a gross monthly fee of NIS 150,000 plus applicable VAT against an invoice.

In addition, Mr. Fogel will be entitled to reimbursement for all reasonable office expenses borne thereby as customary in the Company.

Mr. Fogel will further be entitled to use a leased company car which will be of a type and model appropriate to the role of Active Chairman. The Company will cover all operating expenses of the company car as well as bear the applicable tax with regard to all taxable benefits related to the company car. Alternatively, Mr. Fogel may elect, at his discretion, to use his own car and in such event the Company will pay Mr. Fogel a fixed amount equal to the grossed up amount of the value of the applicable car group as published by the Israeli Tax Authority that would have been applied if a leased company car would have been provided to Mr. Fogel.

### **Bonus and Participation in a Share Option Plan**

Mr. Fogel may be granted a bonus, subject to the sole discretion of the Board of Directors and subject to the receipt of the required approvals by the Company's organs under the Articles and any other applicable law. In addition, subject to the Company's adoption of a Share Option Plan and subject to obtaining all required approvals required according to the Articles and any applicable law, Mr. Fogel will participate in such Share Option Plan.

### **Preservation of IP Rights; Non Competition; Confidentiality; Non Solicitation Undertakings**

Mr. Fogel further undertook the following undertakings: (a) preservation of intellectual property rights and information; (b) confidentiality with respect to information related to the Company's business; (b) no competition for a period of 1 year following termination of the Agreement; and (d) no solicitation of any person who is or was a customer, prospective customer, supplier, subcontractor, employee or consultant of the Company or its subsidiaries.

### **Term and Termination**

Subject to the approval of the Agreement by the Company's shareholders, the Agreement will be in effect as of October 6, 2017 (the "**Effective Date**") and will end following the lapse of one year as of the Effective Date or earlier in accordance with the terms of the Agreement.

Either party may terminate the Agreement, other than for Cause or Disability (as such terms are defined in the Agreement), at any time, by giving the other party ninety (90) days prior written notice (the "**Advance Notice Period**"). During the Advance Notice Period, Mr. Fogel will be required to continue to perform his duties and obligations under the Agreement and take all necessary action during the notice period to ensure an orderly transition of duties to and the integration into the Company of a person or entity that will assume his duties and responsibilities, unless instructed otherwise by the Company.

The Company may terminate the Agreement, immediately, without any Advance Notice Period and without paying the value of the Advance Notice Period in the circumstances set forth herein: (i) the Disability of Mr. Aharon Fogel; (ii) termination for cause as such term is defined in the Agreement.

### **Contractual Relationship**

The Services will be provided by Mr. Fogel as an independent contractor (as opposed to an employee).

The agreement includes a "Gidron Provision", *i.e.*, Mr. Fogel will not be entitled to receive from the Company severance pay and/or any other payment deriving from employer-employee relations. If a competent authority determines that Mr. Fogel was, or is, the Company's employee, it was agreed that Mr. Fogel will be entitled to a reduced consideration (gross) of 60% of the compensation, which was paid to him under the Agreement (the "**Reduced Compensation**"), retroactively from the Effective Date onwards and will be obligated to return to the Company all additional payments received by him in excess of the Reduced Compensation (the "**Excess Amounts**"). The Excess Amounts will bear interest and be linked to the Cost of Living Index.

It is proposed that the following resolution be adopted at the Meeting:

**"RESOLVED, that the Company's entering into a service agreement with Mr. Aharon Fogel for the receipt of Active Chairman services, subject to the approval of Proposal No. 1, having been recommended by the Compensation Committee and approved by the Audit Committee and Board of Directors, and as presented to the shareholders, be, and same hereby are, approved."**

Very truly yours,

**ZIM INTEGRATED SHIPPING SERVICES LTD .**

August 31, 2017

**EXHIBIT A**

**VOTING INSTRUMENT**

**Name of Company:** ZIM Integrated Shipping Services Ltd.

**Address (for service and sending of Voting Instrument):** 9 Andrei Sakharov Street, Haifa, Israel (Tel: 04-8652276; Fax: 04-8652990; E-mail: cohen.nurit@il.zim.com)

**Company No.:** 52-001504-1

**Date of Meeting:** Monday, September 25, 2017, 5:00 p.m., Israel Time

**Class of Meeting:** Special General Meeting.

**Record Date for ownership of shares with respect to the right to vote at the Special General Meeting:** the Date of Meeting (as detailed above).

**Shareholder's Details**

Name of Shareholder: \_\_\_\_\_

I.D. Number/Passport Number: \_\_\_\_\_

**Where the shareholder is a corporation, please complete the following:**

Name of Corporation: \_\_\_\_\_

Corporate Number: \_\_\_\_\_

Country of Incorporation: \_\_\_\_\_

Number of Shares: \_\_\_\_\_ Ordinary Shares NIS 0.03 nominal value each.

\* A shareholder who will not indicate the number of shares for which such shareholder votes on the Company's Special General Meeting, as specified above, will be deemed as voting with respect to the entire number of shares recorded on the Company's Share Register for such shareholder.

Item on Agenda	Manner of Voting <sup>1</sup>		
	For	Abstain	Against
<b>Proposal No. 1:</b> To elect Mr. Aharon Fogel to serve as a director of the Company for a two-year term commencing on October 6, 2017.			
<b>Proposal No. 2:</b> Subject to the approval of proposal No.1, to approve the Company's entering into a service agreement with Mr. Aharon Fogel for the receipt of Active Chairman services, for a one-year term commencing on October 6, 2017.			

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

Shareholders who do not deliver their Voting Instruments prior to September 23, 2017 at 5:00 p.m., Israel Time shall not constitute a lawful quorum nor shall be taken into account at the Special General Meeting of the Company.

The latest Voting Instruments sent shall be valid at the Special General Meeting of the Company.

**ATTORNEY'S CONFIRMATION**

I, the undersigned \_\_\_\_\_, Attorney, from \_\_\_\_\_, hereby certify that on \_\_\_\_\_, \_\_\_\_, 2017, this Voting Instrument was signed on behalf of \_\_\_\_\_ (the "**Corporation**") by \_\_\_\_\_ and \_\_\_\_\_ who are authorized to sign this Voting Instrument on behalf of the Corporation and whose signatures on this Voting Instrument bind the Corporation for all intents and purposes.

\_\_\_\_\_

Name

\_\_\_\_\_

Signature + Stamp

\_\_\_\_\_

Date

\* \* \*

<sup>1</sup> If no indication has been marked, the voting will be deemed as an abstained vote on the particular item.

## נספח א'

### כתב הצבעה

**שם החברה:** צים שירותי ספנות משולבים בע"מ.

**מען החברה (למסירה ומשלוח כתבי הצבעה):** אנדרה סחרוב 9, חיפה, ישראל (מס' טלפון: 04-

8652276; מס' פקס': 04-8652990; כתובת דואר אלקטרוני: cohen.nurit@il.zim.com).

**מס' החברה:** 52-001504-1

**מועד האסיפה:** יום ב', 25 בספטמבר 2017, בשעה 17:00.

**סוג האסיפה:** אסיפה כללית מיוחדת.

**המועד הקובע לבעלות במניות לענין הזכות להצביע באסיפה הכללית:** מועד האסיפה (ראו לעיל).

### פרטי בעל המניות

שם בעל המניות: \_\_\_\_\_

מספר זהות/ מספר דרכון: \_\_\_\_\_

### אם בעל המניות הוא תאגיד, נא מלאו את הפרטים הבאים:

שם התאגיד: \_\_\_\_\_

מספר תאגיד: \_\_\_\_\_

מדינת ההתאגדות: \_\_\_\_\_

כמות מניות: \_\_\_\_\_ מניות רגילות בנות 0.03 ש"ח ע"נ כ"א.

\* בעל מניות אשר לא ישלים את כמות המניות בגינן הוא מצביע באסיפה הכללית המיוחדת של החברה, כנדרש לעיל, יראו אותו כמצביע עבור כל המניות הרשומות על שמו במרשם בעלי המניות של החברה.

## אופן ההצבעה:

אופן ההצבעה <sup>2</sup>			הנושא שעל סדר היום
נגד	נמנע	בעד	
			<b>הצעה מס' 1:</b> אישור מינויו של מר אהרון פוגל כדירקטור בחברה לתקופת כהונה בת שנתיים, החל מיום 6 באוקטובר 2017.
			<b>הצעה מס' 2:</b> בכפוף לאישור הצעה מס' 1, אישור התקשרות החברה בהסכם לקבלת שירותי יו"ר דירקטוריון פעיל עם מר אהרון פוגל, לתקופת כהונה בת שנה אחת, החל מיום 6 באוקטובר 2017.

חתימה

תאריך

יש להמציא את כתב ההצבעה לחברה עד ליום 23 בספטמבר 2017 בשעה 17:00. כתב הצבעה שלא הומצא על ידי בעל המניות בהתאם לאמור יהיה חסר תוקף.

כתב ההצבעה האחרון שנשלח הוא זה שיהיה תקף באסיפה לגביה מתייחס כתב ההצבעה.

### **אישור עו"ד**

אני הח"מ \_\_\_\_\_ עו"ד, מס' רישיון: \_\_\_\_\_ מ \_\_\_\_\_, מאשר בזאת כי ביום \_\_\_\_\_ ב \_\_\_\_\_ 2017, כתב הצבעה זה נחתם בשם \_\_\_\_\_ ("התאגיד") על ידי \_\_\_\_\_ ועל ידי \_\_\_\_\_, המוסמכים לחייב בחתימתם את התאגיד ואשר חתימתם על כתב הצבעה זה מחייבת את התאגיד לכל דבר ועניין.

תאריך

חתימה וחותמת

שם

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**EXHIBIT B**

**APPOINTMENT INSTRUMENT**

To  
ZIM Integrated Shipping Services Ltd. (the "Company")

I the undersigned, \_\_\_\_\_ of \_\_\_\_\_, Identification Number / Corporate Number \_\_\_\_\_ as Shareholder in the Company, hereby appoint \_\_\_\_\_ of \_\_\_\_\_, Identification Number \_\_\_\_\_, or in his/her absence, \_\_\_\_\_ of \_\_\_\_\_ Identification Number \_\_\_\_\_, as my proxy, to vote in my name and stead in respect of \_\_\_\_\_ Ordinary Shares NIS 0.03 nominal value each of the Company that are held by me, at the Special General Meeting of the Company to be held on September 25, 2017 and at any adjourned Meeting thereof.

\* A shareholder who will not indicate the number of shares for which such shareholder votes on the Company's Special General Meeting, as specified above, will be deemed as voting with respect to the entire number of shares recorded on the Company's Share Register for such shareholder.

I hereby instruct the proxy to vote with respect to each of the proposal on the agenda as follows:

Item on Agenda	Manner of Voting <sup>1</sup>		
	For	Abstain	Against
<b>Proposal No. 1:</b> To elect Mr. Aharon Fogel to serve as a director of the Company for a two-year term commencing on October 6, 2017.			
<b>Proposal No. 2:</b> Subject to the approval of proposal No.1, to approve the Company's entering into a service agreement with Mr. Aharon Fogel for the receipt of Active Chairman services, for a one-year term commencing on October 6, 2017.			

Shareholders who do not deliver their Appointing Instruments prior to September 23, 2017 at 5:00 p.m., Israel Time shall not constitute a lawful quorum nor shall be taken into account at the Special General Meeting of the Company.

The latest Voting Instruments sent shall be valid at the Special General Meeting of the Company.

Signature: \_\_\_\_\_ 2017.

<sup>1</sup> If no indication has been marked, the voting will be deemed as an abstained vote on the particular item.

**ATTORNEY'S CONFIRMATION**

I, the undersigned \_\_\_\_\_, Attorney, from \_\_\_\_\_, hereby certify that on \_\_\_\_\_, 2017, this Appointment Instrument was signed on behalf of \_\_\_\_\_ (the "**Corporation**") by \_\_\_\_\_ and \_\_\_\_\_ who are authorized to sign this Appointment Instrument on behalf of the Corporation and whose signatures on this Voting Instrument bind the Corporation for all intents and purposes.

<b>Name</b>	<b>Signature + Stamp</b>	<b>Date</b>
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\* \* \*

## נספח ב'

### כתב מינוי שלוח

לכבוד

צים שירותי ספנות משולבים בע"מ ("החברה")

אני הח"מ, \_\_\_\_\_ מ- \_\_\_\_\_ מס' מזהה \_\_\_\_\_, כבעל  
מניות בחברה, ממנה בזה את \_\_\_\_\_ מ- \_\_\_\_\_, מס' מזהה  
\_\_\_\_\_ או בהעדרו/ה את \_\_\_\_\_ מ- \_\_\_\_\_, מס' מזהה  
\_\_\_\_\_, כשלוח שלי, להצביע בשמי ובמקומי בגין \_\_\_\_\_ מניות רגילות בנות 0.03  
ש"ח ע"נ כ"א של החברה שבבעלותי, באסיפה הכללית המיוחדת של החברה אשר תתקיים ביום  
25 בחודש ספטמבר שנת 2017 ובכל אסיפה נדחית של אסיפה זו.

\* בעל מניות אשר לא ישלים את כמות המניות בגינן הוא מצביע באסיפה הכללית המיוחדת של  
החברה, כנדרש לעיל, יראו אותו כמצביע עבור כל המניות הרשומות על שמו במרשם בעלי המניות  
של החברה.

הריני מורה לשלוח להצביע עבור כל החלטה כדלהלן:

אופן ההצבעה <sup>2</sup>			הנושא שעל סדר היום
נגד	נמנע	בעד	
			<b>הצעה מס' 1:</b> אישור מינויו של מר אהרון פוגל כדירקטור בחברה לתקופת כהונה בת שנתיים, החל מיום 6 באוקטובר 2017.
			<b>הצעה מס' 2:</b> בכפוף לאישור הצעה מס' 1, אישור התקשרות החברה בהסכם לקבלת שירותי יו"ר דירקטוריון פעיל עם מר אהרון פוגל, לתקופת כהונה בת שנה אחת, החל מיום 6 באוקטובר 2017.

יש להמציא את כתב ההצבעה לחברה עד ליום 23 בספטמבר 2017 בשעה 17:00. כתב הצבעה שלא  
הומצא על ידי בעל המניות בהתאם לאמור יהיה חסר תוקף.

כתב המינוי האחרון שנשלח הוא זה שיהיה תקף באסיפה לגביה מתייחס כתב ההצבעה.

ולראיה באתי על החתום ביום \_\_\_\_\_ בחודש \_\_\_\_\_ בשנת 2017.

חתימה: \_\_\_\_\_

## אישור עו"ד

אני הח"מ \_\_\_\_\_ עו"ד, מס' רישיון: \_\_\_\_\_ מ \_\_\_\_\_, מאשר בזאת כי ביום \_\_\_\_\_ ב \_\_\_\_\_ 2017, כתב מינוי שלוח זה נחתם בשם \_\_\_\_\_ ("התאגיד") על ידי \_\_\_\_\_ ועל ידי \_\_\_\_\_, המוסמכים לחייב בחתימתם את התאגיד ואשר חתימתם על כתב מינוי שלוח זה מחייבת את התאגיד לכל דבר ועניין.

\_\_\_\_\_ **תאריך**

\_\_\_\_\_ **חתימה וחותמת**

\_\_\_\_\_ **שם**

\* \* \*