



**YEBOYETHU (RF) LIMITED  
OFF-MARKET TRANSFERS PROCESS:  
VERIFICATION REQUIREMENTS, TERMS  
AND CONDITIONS**

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*This document sets out the Trading Terms and Conditions applicable to the Off-Market Transfers Process.*

*Any reference to "we", "us" or "our" shall refer to YeboYethu. Any reference to "you" and "your" shall refer to the Eligible Person making use of the Off-Market Transfers Process.*

## 1 SECTIONS TO THESE TERMS

- 1.1 **SECTION A** provides the basic information about the Off-Market Transfers Process, how these Terms apply, and other important documents and information;
- 1.2 **SECTION B** provides information regarding how to complete the BEE Verification process. To use the Off-Market Process, you, your parent or guardian (if you are a Minor) or your Authorised Representative (if you are a Black Group) must follow the steps laid out in Section B. Please note that there are different processes for Minors and other persons without Legal Capacity;
- 1.3 **SECTION C** contains certain warranties (promises), undertakings and indemnities (promises to pay) which you give to us and other persons;
- 1.4 **SECTION D** sets out when we may change these Terms or suspend the BEE Verification process;
- 1.5 **SECTION E** sets out our intellectual property rights and our right to transfer our rights and obligations to others. It also sets out some of the limits of the amounts you can claim from us;
- 1.6 **SECTION F** explains how you and we may send each other notices under these Terms. It also sets out the contact details for the Call Centre; and
- 1.7 **SECTION G** sets out the general terms of these Terms.

## 2 LIMITS, EXCLUSIONS, LIABILITIES, RISKS AND PROMISES IN THESE TERMS

- 2.1 If you have chosen to hold, buy, sell or otherwise transfer or receive transfer of your Shares in terms of the Off-Market Transfers Process, then you need to agree to these Terms as they record the terms, conditions, restrictions and limitations applicable to you, as well as your rights and duties.
- 2.2 **PLEASE NOTE:** There are various parts in these Terms where:
  - 2.2.1 your claims against us and our risks are excluded (taken away) or limited (lessened);
  - 2.2.2 rights and remedies you have against us are excluded or limited, including the amounts you can claim from us;
  - 2.2.3 you take on responsibility (liability) and risks; and
  - 2.2.4 you make promises to us.

**Important:** These parts will only apply as far as is allowed by the law, including as far as is allowed by the CP Act.

## 3 IMPORTANT TERMS AND CONDITIONS

All of the terms and conditions in these Terms are important. However, please ensure that you take special note of the words/sentences that are inside a box with bold writing as they have particular consequences for you. Where boxes with bold writing appear in this document, they

are only intended to bring your attention to important parts and to explain the fact, nature and effect of those parts. These boxes with bold writing are aids to understanding only and are not terms or conditions themselves. They do not limit the meaning or application of this document. If parts of this document are discussed in the boxes, such discussion does not apply only to the situations and facts given in the examples or situations described in the boxes, but may apply to similar examples or situations.

The table below tells you where to find these parts in these Terms.

<b>Section</b>	<b>Heading of part</b>
Section A (About these Terms)	Paragraph 7.1 (Agree to these Terms)
Section B (How to complete the BEE Verification process)	Paragraph 10.3 (We follow your Authorised Representative's instructions)
Section B (How to Complete the BEE Verification process)	Paragraph 11.1 (Your parent or guardian acts for you)
Section C (Warranties, Undertakings and Indemnities)	Paragraph 16 (What you promise when you agree to these Terms)
Section E (Our Rights, Obligations and Limits to Our Liability)	Paragraph 20 (Limit to our responsibility) <b>(Please read the whole of paragraph 20)</b>
Annexure B (Privacy Policy)	Paragraph 29.7 (You give up your rights)
Annexure B (Privacy Policy)	Paragraph 29.8 (Confirmation of your ability)
Annexure B (Privacy Policy)	Paragraph 29.9 (Limits to your claims against us)

By agreeing to these Terms, you confirm that you have read, are aware of, understand and agree to the limits, exclusions, liabilities, risks and promises in these Terms.

#### 4 ANNEXURES TO THESE TERMS

##### 4.1 Annexure 1: Interpretation and Definitions

Specific meanings (definitions) have been given to some words and phrases in these Terms. These words and phrases start with a capital letter. The only defined words that do not always have a capital letter are the words "**you**", "**we**" and "**us**". A list of defined words

and phrases, and also the meanings we have given them, is contained in Annexure 1 attached to these Terms.

#### 4.2 **Annexure 2: Privacy Policy**

This Annexure sets out how we use your Personal Information. This is the Privacy Policy for the Off-Market Transfers Process.

#### 4.3 **Annexure 3: Supporting Documents**

This Annexure provides a list of documents required for Black People and Black Groups wishing to complete the Application Process, the BEE Verification process and/or wishing to change or correct the details we have for you.

## SECTION A: ABOUT THESE TERMS

### 5 MEANING OF WORDS AND RULES FOR READING AND APPLYING

- 5.1 Unless otherwise stated or the context otherwise indicates, words and phrases that are defined will start with a capital letter and a full list of these words and phrases is provided in Annexure 1 (Interpretation and Definitions) to these Terms, along with an explanation of how to read, interpret and apply these words and phrases to these Terms.
- 5.2 Sometimes the definitions of a word or phrase can also be found in a paragraph where we use the word or phrase. These words and phrases that have been defined will have the same meaning wherever they are used in these Terms.
- 5.3 Where we use the word "**responsibilities**" in these Terms, this may also include liabilities, obligations or duties.

### 6 ABOUT THE OFF-MARKET TRANSFERS PROCESS

#### 6.1 BEE Verification Agent acting on our behalf

During the Lock-in Period, only Eligible Persons may own Shares. To hold, buy, sell or otherwise transfer Shares during the BEE Listing Period in terms of the Off-Market Transfers Process, you must qualify as a BEE Verified Person. We have established procedures to ensure that Black Persons or Black Groups that own Shares, or that want to own Shares, are confirmed as Eligible Persons as well as that such Eligible Persons qualify as BEE Verified Persons. We have appointed the BEE Verification Agent to do these tasks. The BEE Verification Agent will accordingly act as our agent and undertake various actions and carry out various tasks on our behalf.

#### 6.2 The BEE Listing

- 6.2.1 With effect from the date announced by YeboYethu (the date of the BEE Listing), the OTC Trading Platform will no longer operate. Rather, the Shares will be listed on the JSE. This will change the way in which you may hold, buy, sell or otherwise transfer Shares. You may find information regarding the different options when it comes to the ways in which you may hold, buy, sell or otherwise transfer Shares on the Shareholder Platform Website. From the date of the BEE Listing, you may hold, buy, sell or otherwise transfer Shares in one of the following three ways:
- 6.2.1.1 in terms of the Standard Trading Process. With this option, you will trade through a Shareholder Platform which we, together with the Trading Entity and Custody Entity, created for you. It will include that you use the Trading Entity and Custody Entity nominated by us. We will require, amongst other things, that you sign a Trading Entity Mandate with the Trading Entity (who will provide trading services to you in terms thereof) and a Custody Entity Mandate with the Custody Entity (who will provide custody and settlement services to you in terms thereof) in respect of your Shares;
- 6.2.1.2 in terms of the Own-Broker Trading Process. With this option, you will trade on the JSE, but not through the Transaction Platform and we will require, amongst other things, that you sign a YeboYethu BEE Contract with us and each of the Relevant Market Participants you have chosen to provide trading and custody services to you in respect of your Shares; or
- 6.2.1.3 in terms of the Off-Market Transfers Process (which is described in greater detail below).
- 6.2.2 There are specific BEE Verification requirements which apply in respect of the three options referred to in paragraphs 6.2.1.1, 6.2.1.2 and 6.2.1.3 above. Please refer to the applicable Trading Terms and Conditions in respect of each of these options.

- 6.2.3 This document sets out the Trading Terms and Conditions which apply to the Off-Market Transfers Process.
- 6.2.4 The Off-Market Transfers Process refers to the way in which you may hold, buy, sell, otherwise transfer or receive transfer of Shares outside of the JSE system. This means that any transfer of those Shares on the Off-Market Transfers Process are not reported through an Authorised User of the JSE. Transfers of this kind are referred to as "**Off-Market Transfers**". The following types of transfers of Shares are examples of Off-Market Transfers:
- 6.2.4.1 where a buyer and seller agree to transfer Shares between each other at a specific price;
- 6.2.4.2 where a shareholder of Shares wishes to donate Shares to an Eligible Person;
- 6.2.4.3 a transfer of Shares between two spouses or partners following a divorce;
- 6.2.4.4 a transfer of Shares to an heir following the death of a shareholder of Shares; and
- 6.2.4.5 a transfer of Shares following the liquidation or sequestration of a shareholder of Shares, or as a result of business rescue proceedings in respect of a shareholder of Shares.
- 6.2.5 Your Personal Information may be shared by us with Vodacom SA (and its agents, delegates and nominees), the Transfer Secretaries, the Custody Entity and/or Relevant Market Participants, and between any such persons, from time to time. You give us permission to share your Personal Information for this purpose. See Annexure 2 (Privacy Policy) to these Terms for further information on the permissions you give us in respect of your Personal Information.
- 6.2.6 If you have chosen to hold, buy, sell, or otherwise transfer or receive transfer of Shares in terms of the Off-Market Transfers Process, then these Terms will apply to you. If you at any time wish to change the way in which you hold, buy, sell or otherwise transfer Shares, you must consider the information which is available to you on the Shareholder Platform Website and apply to be BEE Verified in terms of the option chosen by you.
- 6.3 **Who can buy and own Shares?**
- 6.3.1 During the BEE Listing Period, only Black Persons and Black Groups who are Eligible Persons may own Shares, and only BEE Verified Persons may buy, sell, otherwise transfer or receive transfer of Shares.
- 6.3.2 Only Black People or Black Groups who we have confirmed are Eligible Persons, or who are treated by us as Eligible Persons, may apply to be confirmed as a BEE Verified Person. Only once you are confirmed as a BEE Verified Person in terms of these Terms may you buy, sell, otherwise transfer or receive transfer of Shares through the Off-Market Transfers Process.
- 6.4 **Fees**
- 6.4.1 There is no fee for completing the Application Process or the BEE Verification process. You may have to pay transaction fees and taxes to the Custody Entity or Relevant Market Participant which is providing custody and settlement services to you when you buy, sell, otherwise transfer or receive transfer of uncertificated Shares through the Off-Market Transfers Process.
- 6.4.2 Please refer to the Custody Entity Mandate if you have agreed to this with the Custody Entity or the contract between you and your Relevant Market Participant for details on the fees payable by you in respect of an Off-Market Transfer of uncertificated Shares. You may have to pay transaction fees and taxes to the Transfer Secretaries when you

buy, sell, otherwise transfer or receive transfer of certificated Shares through the Off-Market Transfers Process. Please refer to Annexure 4 (Schedule of Fees) for details on the fees payable by you to the Transfer Secretaries in respect of an Off-Market Transfer of certificated Shares.

## 6.5 **We do not provide any advice**

We do not provide any legal, financial, investment, tax or other advice. You must not treat any information we give as such advice. You are responsible for getting this advice if you need it.

## 7 **THE TRADING TERMS AND CONDITIONS IS A LEGAL CONTRACT BETWEEN YOU AND US**

### 7.1 **Agree to these Terms**

7.1.1 These Terms apply to the BEE Verification process when you have chosen to buy, sell, or otherwise transfer or receive transfer of Shares in terms of the Off-Market Transfers Process.

7.1.2 You must agree to these Terms if you want to become a BEE Verified Person for the Off-Market Transfers Process and to conclude an Off-Market Transfer.

7.1.3 When you agree to these Terms, this will become a legal contract between you and us.

<p><b>THESE TERMS PUT RESPONSIBILITIES AND RISKS ON YOU AND LIMITS OUR RESPONSIBILITIES AND RISKS. YOU MUST MAKE SURE YOU READ THESE TERMS CAREFULLY AND FOLLOW ALL THE INSTRUCTIONS IN IT.</b></p>
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### 7.2 **How to agree to the Terms**

See **Step 3: Agree to these Terms** and the Privacy Policy under paragraph 7.1 contained below in Section B (How to Complete the BEE Verification process) for information on how you can agree to these Terms.

## 8 **OTHER IMPORTANT DOCUMENTS**

### 8.1 **Application Form (Black People)**

If you have not previously held Shares, we require you to first submit an Application Form (Black People), which will include completing an affidavit confirming your status as a Black Person, before you can be considered an Eligible Person. The Application Form can be completed online or obtained from the website at [www.yeboyethushares.co.za](http://www.yeboyethushares.co.za).

### 8.2 **Application Form (Black Group)**

If you are a Black Group that has not previously held Shares you must first submit the Application Form (Black Group), which may include completing the BEE Ownership Document (in the absence of a valid BEE Ownership Certificate), before you can be considered an Eligible Person. The Application Form can be completed online or obtained from the website at [www.yeboyethushares.co.za](http://www.yeboyethushares.co.za).

### 8.3 **Financial Intelligence Centre Act, 2001**

If you have not previously traded Shares on the OTC Trading Platform you will be required to submit all documentation required by the BEE Verification Agent for purposes of complying with the requirements of the Financial Intelligence Centre Act, 2001 ("FICA").



**8.4 Verification Form (Black People)**

We require Black People to complete a Verification Form (Black People) that we will provide, and to provide all Supporting Documents referred to in Annexure 3 (Supporting Documents) of these Terms.

**8.5 Verification Form (Black Groups)**

We require Black Groups to complete a Verification Form (Black Groups) that we will provide, and to provide all Supporting Documents referred to in Annexure 3 (Supporting Documents) of these Terms.

**8.6 YeboYethu MOI and Transaction Agreements**

The YeboYethu MOI and the Transaction Agreements, which govern the relationship between YeboYethu shareholders, apply to Black People and Black Groups who own Shares.

You must agree to be bound by the YeboYethu MOI and Transaction Agreements as part of the BEE Verification process. This is a condition to you qualifying as a BEE Verified Person.

*(You may ask us to give you copies of the YeboYethu MOI and Transaction Agreement at any time or you can view them on the Shareholder Platform Website.)*

## SECTION B: HOW TO COMPLETE THE BEE VERIFICATION PROCESS

### 9 IF YOU ARE A BLACK INDIVIDUAL (BLACK PERSON) OR A BLACK GROUP WHO WISHES TO BUY, SELL, GIVE TRANSFER OF OR TAKE TRANSFER OF SHARES THROUGH AN OFF-MARKET TRANSFER

- 9.1 If you are not already a BEE Verified Person for the purposes of the Off-Market Transfers Process, the Standard Trading Process or the Own-Broker Trading Process, then you must first become a BEE Verified Person. You will not be allowed to buy, sell, give transfer of or receive transfer of Shares through an Off-Market Transfer unless you are a BEE Verified Person.
- 9.2 Your choice of how you wish to be BEE Verified will be determined by how you want to hold your Shares and how you want to buy, sell, otherwise transfer or receive transfer of Shares from time to time:
- 9.2.1 If you want to:
- 9.2.1.1 hold your Shares with the Custody Entity's nominee (being Pacific Custodians (Nominees) (RF) Proprietary Limited), who will then provide you with custody and settlement services in respect of your Shares; and
- 9.2.1.2 buy and sell Shares through the Transaction Platform operated by the Trading Entity, then you must become a BEE Verified Person for the purposes of the Standard Trading Process. Please refer to the Shareholder Platform Website for the Standard Trading Process Terms and Conditions, and complete the BEE Verification process in terms of that document;
- 9.2.2 If you want to:
- 9.2.2.1 hold your Shares with a custodian other than the Custody Entity's nominee (being Pacific Custodians (Nominees) (RF) Proprietary Limited); and
- 9.2.2.2 buy, sell or otherwise transfer Shares through the JSE's ordinary systems and procedures through your own broker or JSE Member, then you must become a BEE Verified Person for the purposes of the Own-Broker Trading Process. Please refer to the Shareholder Platform Website for the Own-Broker Trading Process Terms and Conditions, and complete the BEE Verification process in terms of that document; or
- 9.2.3 if you do not want to become a BEE Verified Person for the purposes of either the Standard Trading Process or the Own-Broker Trading Process, then you must become a BEE Verified Person for the purposes of the Off-Market Transfers Process in accordance with these Terms. For example, if you want to hold your Shares with the Custody Entity's nominee (being Pacific Custodians (Nominees) (RF) Proprietary Limited) but you do not want to buy and sell Shares through the Transaction Platform operated by the Trading Entity, then you must become a BEE Verified Person for the purposes of the Off-Market Transfers Process.
- 9.3 Note that, should you appoint any person other than the Custody Entity's nominee to provide you with custody and settlement services in respect of your Shares, then you **must** become a BEE Verified Person for the purposes of the Own-Broker Trading Process.

9.4 The following steps must be followed in order to become a BEE Verified Person for the purposes of the Off-Market Transfers Process:

9.4.1 **Step 1: Receive confirmation that you are an Eligible Person**

9.4.1.1 To start the BEE Verification process, you must be an Eligible Person. If you are a Black Person or Black Group who has not previously held Shares you must first submit the Application Form, which will include completing an affidavit confirming your status as a Black Person or Black Group, before you can be considered an Eligible Person. Once we are satisfied that you are an Eligible Person, we will notify you (or your Authorised Representative, if you are a Black Group) by SMS and/or e-mail (if you or your Authorised Representative provided an e-mail address) that we consider you to be an Eligible Person. After you have or your Authorised Representative has received the notification from us saying that you are an Eligible Person, you must start the BEE Verification process if you wish to use the Off-Market Transfers Process. Black Persons and Black Groups that currently hold Shares shall automatically be regarded as Eligible Persons, shall not be required to complete the Application Process and may start the BEE Verification process. However, Black People and Black Groups that have previously held Shares but have not previously traded Shares on the OTC Trading Platform shall be required to provide all documentation required for FICA to the BEE Verification Agent as part of the BEE Verification process.

9.4.2 **Step 2: Complete a Verification Form**

9.4.2.1 You must complete and sign a Verification Form (Black People) (if you are a Black Person) or a Verification Form (Black Groups) (if you are a Black Group).

9.4.2.2 The Verification Forms may be obtained on Shareholder Platform Website or you may call the Call Centre (during Call Centre Hours) and request that a copy be sent to you. You must download and print the Verification Form and complete it manually.

9.4.2.3 Please note that Annexure 3 (Supporting Documents) of these Terms includes a list of Supporting Documents which you are required to submit together with your completed and signed Verification Form. You may have previously submitted certain of the Supporting Documents to us. We may require you to re-submit any or all of these Supporting Documents in order for your BEE Verification application to be considered.

9.4.2.4 Black Groups need to have an Authorised Representative. See paragraph 10 (Authorised Representatives) contained in this Section B (How to Complete the BEE Verification process), for more information about Authorised Representatives.

9.4.2.5 The completed and signed Verification Form, together with all required Supporting Documents, may be delivered to us in accordance with paragraph 22.5 (Address where we agree to accept legal documents and notices) contained in Section F (Contact Details and Notices) and also by way of hand delivery to 13th Floor Rennie House, 19 Ameshoff Street, Braamfontein, 2001.

9.4.2.6 We will review your Verification Form and all Supporting Documents. If there is any required information or Supporting Document missing from your application or if we require you to re-submit any Supporting Documents previously provided to us, you (or your Authorised Representative, if you are a Black Group) will be informed by SMS and/or e-mail (if you provided an e-mail address) that your Verification Form is incomplete, and we will request that you provide the missing information or Supporting Document to us.

9.4.3 **Step 3: Agree to these Terms and the Privacy Policy** You must agree to these Terms and the Privacy Policy (see Annexure 2: Privacy Policy) by completing and signing the Verification Form. .

9.4.4 **Step 4: Receive confirmation that you qualify as a BEE Verified Person**

When we are satisfied that:

9.4.4.1 you are an Eligible Person;

9.4.4.2 your Verification Form is complete and that you have provided all required Supporting Documents; and

9.4.4.3 you have agreed to be bound by these Terms and the Privacy Policy,

we will inform you (or your Authorised Representative, if you are a Black Group) by SMS and/or e-mail (if you provided an e-mail address) that you qualify as a BEE Verified Person for the purposes of the Off-Market Transfers Process.

9.4.5 **Step 5: Give Instructions to implement the Off-Market Transfer**

9.4.5.1 Only once both the buyer and the seller of Shares (or the person giving transfer and the person receiving transfer, if it is not a sale transaction) have become BEE Verified Persons in accordance with their chosen method of BEE Verification, may you instruct the relevant custodians to implement the Off-Market Transfer.

9.4.5.2 The relevant custodians who will implement the Off-Market Transfer will depend on who the persons are who provide (or will provide) custody and settlement services to the buyer and seller (or the person giving transfer and the person receiving transfer) of Shares. Where the Shares are held in certificated form during the Lock-In Period, all Share certificates will be deposited with the Transfer Secretaries (through the Custody Entity) in safe custody. The Off-Market Transfer will be implemented by the Transfer Secretaries. Where the Shares are held in uncertificated form, the Off-Market Transfer will be implemented by the Custody Entity and/or a Relevant Market Participant (as determined by the circumstances).

## 10 AUTHORISED REPRESENTATIVES

10.1 **Black Groups must have an Authorised Representative**

Black Groups must appoint a person to be their Authorised Representative. If you are a Black Group, an "Authorised Representative" is the individual you appoint to engage with us, the BEE Verification Agent, the Custody Entity and the Transfer Secretaries on your behalf.

10.2 **Appointing and changing an Authorised Representative**

10.2.1 A Black Group may appoint an Authorised Representative as part of the Application Process. If this was not done while completing the Application Process, you must appoint an Authorised Representative as part of the BEE Verification process. The Black Group must put the elected Authorised Representative's name in the Verification Form (Black Groups) and provide us with the Supporting Documents we need.

10.2.2 To change an Authorised Representative, your new Authorised Representative must provide us with a completed Change of Details Form (Black Groups) and the required Supporting Documents listed in Annexure 3 (Supporting Documents). See paragraph 12 (Changing, correcting and completing details) contained in this Section B (How to Complete the BEE Verification process), for more information about changes of details.

10.2.3 After we have received and checked the Change of Details Form (Black Groups) and the required Supporting Documents, we will send confirmation by SMS to your new Authorised Representative. This process may take a few days.

### 10.3 **We follow your Authorised Representative's instructions**

10.3.1 Only the Authorised Representative will be able to engage with us or the BEE Verification Agent on your behalf or issue instructions on your behalf to the Transfer Secretaries.

10.3.2 If the Black Group changes its Authorised Representative, the old Authorised Representative will not be able to act for the Black Group or do anything else in relation to the Off-Market Transfers Process. See paragraph 10.2 (Appointing and changing an Authorised Representative) above, for more information about changing an Authorised Representative.

10.3.3 You give us, the BEE Verification Agent and the Transfer Secretaries permission to carry out instructions given to us or any of them by your Authorised Representative. We (and any of our agents and the Transfer Secretaries) may treat instructions given by your Authorised Representative as if they are instructions given with your permission or given directly by you. You are responsible (liable) for what your Authorised Representative does.

**THIS PARAGRAPH 10.3 IS IMPORTANT AS IT:**

- **limits your claims against us;**
- **limits or excludes any rights and remedies you have against us; and**
- **makes you take on responsibility (liability) and risks.**

**Because of this paragraph, you appoint the Authorised Representative knowing that they may do things which will affect you. You also take on liability for what your Authorised Representative does and we may have claims against you.**

**We will not be responsible if you suffer loss or damages because of something your Authorised Representative did. For example, if they gave us Personal Information without your consent or knowledge.**

## 11 **MINORS AND PERSONS WITHOUT LEGAL CAPACITY**

### 11.1 **Your parent or guardian acts for you**

If you are a Minor:

11.1.1 your parent or guardian must complete the BEE Verification process for you. Your parent or guardian must phone the Call Centre and a Call Centre Agent will tell your parent or guardian what information we need and how they should complete the BEE Verification process for you; and

11.1.2 in these Terms and the Change of Details Form (Black People) when we refer to "**you**" or "**your**" or "**yourself**" or "**I**", this means both you (the Minor) and also the parent or guardian acting on your behalf. This does not apply when the situation requires or suggests that we are only referring to the Minor and not also to the parent or guardian (for example, when we refer to "**you**" in paragraph 11.2 (When you turn 18) below).

**THIS PARAGRAPH 11.1 IS IMPORTANT.**

**When we refer to "you" or "your" or "yourself" or "I", this can mean both the Minor and also the parent or guardian of the Minor. Because of this, in these Terms:**

- whenever the Minor agrees to something, the parent or guardian is also agreeing to it;
- all the limitations and exclusions of our responsibilities (liabilities) towards the Minor will also apply towards the parent or guardian;
- whenever the rights and remedies of the Minor against us are excluded or limited, the rights and remedies of the parent or guardian against us are also limited and excluded;
- whenever the Minor takes on responsibility (liability) and risks, the parent or guardian also takes on responsibility (liability) and risks; and
- whenever we have claims against the Minor, we will also have claims against the parent or guardian.

**Because of this paragraph, the Minor and the Parent or guardian is responsible for what the other does.**

**We will not be responsible if the Minor suffers loss or damages because of something that the parent or guardian did. For example, if they gave us Personal Information without the Minor's consent or knowledge.**

**We will also not be responsible (liable) if the parent or guardian suffers loss or damages.**

**11.2 When you turn 18**

When you turn 18 years old, your parent or guardian will no longer be able to represent you. You will need to call the Call Centre and follow the instructions given by the Call Centre Agent.

**11.3 Other Black Persons without Legal Capacity**

There may be other terms and conditions that apply to Black Persons who do not have Legal Capacity (this is the right and ability to enter into valid agreements, considering factors like age, marriage status, mental status and financial status). For more information about this, please contact the Call Centre or send an email to [support@yeboyetushares.co.za](mailto:support@yeboyetushares.co.za).

**12 CHANGING, CORRECTING AND COMPLETING DETAILS**

**12.1 New, incorrect or incomplete details**

You must tell us if the details we have for you change, or if they are incorrect or incomplete.

**12.2 Complete and send us a Change of Details Form and Supporting Documents**

12.2.1 You must provide us with a completed Change of Details Form and provide us with the required Supporting Documents. The Supporting Documents we need will depend on the details that you are changing.

12.2.2 This Change of Details Form and the list of the Supporting Documents can be obtained from the Shareholder Platform Website or you can phone the Call Centre and it will be sent to you. The list of Supporting Documents is also attached to these Terms as Annexure 3 (Supporting Documents).

12.2.3 You must send the properly completed Change of Details Form and the Supporting Documents we ask for to us in accordance with paragraph 22.5 (Address where we

agree to accept legal documents and notices) contained in Section F (Contact Details and Notices) and also by way of hand delivery to 13th Floor Rennie House, 19 Ameshoff Street, Braamfontein, 2001.

12.2.4 After we have received and checked the Change of Details Form and the required Supporting Documents, we will send confirmation by SMS and/or by e-mail (if you provided an e-mail address) to you or your Authorised Representative (if you are a Black Group). This may take a few days.

12.3 **Suspending or stopping the BEE Verification process or your use of the Off-Market Transfers Process**

12.3.1 We can stop or suspend the BEE Verification process or restrict your ability to do Off-Market Transfers or we may refuse to complete the BEE Verification process if we reasonably think that your details have changed, or that your details are incomplete or incorrect, or that you do not qualify as an Eligible Person. If this happens, you must provide us with a completed Change of Details of Form and any Supporting Documents which we ask for. See paragraph 12.2 (Complete and send us a Change of Details Form and Supporting Documents) above contained in this Section B (How to Complete the BEE Verification process), for more information in this regard.

12.3.2 We may allow you to continue the BEE Verification process or continue with an Off-Market Transfer after we have received and checked the Change of Details Form and the required Supporting Documents. We will send confirmation by SMS and/or by e-mail (if you provided an e-mail address) to you (or your Authorised Representative, if you are a Black Group). This may take a few days.

## SECTION C: WARRANTIES, UNDERTAKINGS AND INDEMNITIES

**THIS PARAGRAPH 13 IS IMPORTANT AS IT CONTAINS WHAT YOU PROMISE WHEN YOU AGREE TO THESE TERMS.**

**You promise and agree to certain facts, and agree to be responsible (liable) for certain payments. By making these promises you take on liability and risks.**

**You will not be able to deny that the statements and promises below are not true. Because of this paragraph we may treat the promises you make as the truth. If your statements or promises are not true, we may have claims against you.**

### 13 WHAT YOU PROMISE WHEN YOU AGREE TO THESE TERMS

#### 13.1 When you agree to these Terms, you agree, promise (warrant) and undertake that:

- 13.1.1 you are a Black Person or a Black Group (as applicable);
- 13.1.2 you are an Eligible Person;
- 13.1.3 any information and documents which you provide (or have provided) to us, any of our agents or the Transfer Secretaries are complete and accurate in all respects, and you are aware that we, any of our agents and the Transfer Secretaries will rely on the details contained in such information and documents;
- 13.1.4 you will be and remain a beneficial owner of the Shares that you buy through an Off-Market Transfer;
- 13.1.5 subject to our rights under the YeboYethu MOI, nobody else has any rights to or over your Shares;
- 13.1.6 you are not holding the Shares for somebody else;
- 13.1.7 you will not try to sell Shares belonging to someone else; and
- 13.1.8 we may require you to sell your Shares under the YeboYethu MOI (for example, if you are not actually a Black Person or Black Group, or you are not an Eligible Person). If this happens then you agree that we may instruct the Relevant Market Participants to transfer your Shares us in terms of the YeboYethu MOI or the Transaction Agreements. You further agree that your custodian may treat this instruction by us as if it were an instruction by you.

### 14 WHEN YOU AGREE TO THESE TERMS, YOU GIVE THE FOLLOWING PROMISE TO PAY

You agree to pay to us and our directors, officers, employees, servants, agents and contractors or other persons for whom in law they may be liable, the amount of any claims made against any of them by any person or any direct loss or damage suffered by them because of something that you have done or failed to do (including as a result of your breach of these terms or the YeboYethu MOI).



## **SECTION D: CHANGES TO THESE TERMS AND SUSPENSION OF BEE VERIFICATION STATUS AND ENDING THE OFF-MARKET TRANSFER PROCESS**

### **15 CHANGING THESE TERMS**

We may change these Terms at any time. We will give you at least 10 Business Days' notice before the changes will apply. We will give you notice of the changes in a shorter time period in either of these circumstances:

15.1.1 the law or an applicable Authority says we must; or

15.1.2 it is reasonable to give you less than 10 Business Days' notice.

#### **15.2 Agree to the changes before they apply**

15.2.1 If we make changes to these Terms, you must agree to the changes before they apply or stop using the Transaction Platform.

15.2.2 If you do not agree to our changes, then you may not take part in any further Off-Market Transfer until you do agree to the changes. We may also remove your status as a BEE Verified Person for the purposes of the Off-Market Transfers Process if you do not agree to the changes. If this happens, you will need to apply again to become a BEE Verified Person before you will be allowed to take part in an Off-Market Transfer.

15.2.3 Until you agree to our changes to these Terms, every time you contact the Call Centre, you will be given an opportunity to agree to the changes.

### **16 SUSPENSION OF YOUR BEE VERIFICATION STATUS AND ENDING THE OFF-MARKET TRANSFERS PROCESS**

#### **16.1 Suspension because of a dispute or illegal activity**

We may suspend your BEE Verification status or suspend your ability to participate in Off-Market Transfers if:

16.1.1 we reasonably believe that you wish to participate in an Off-Market Transfer for illegal purposes, including money laundering or fraud;

16.1.2 there is a disagreement between who owns or has authority to transfer the Shares; or

16.1.3 you are a Black Group, if there is disagreement about whether the Authorised Representative is still authorised to represent you

#### **16.2 Notice we will give you before we suspend your BEE Verification status or suspend your use of the Transaction Platform because of a dispute or illegal activity**

We will give you notice that we will suspend your BEE Verification status or are suspending your ability to participate in an Off-Market Transfer and, as far as the law allows, give you 10 Business Days to prove:

16.2.1 you are the owner of the Shares;

16.2.2 you are not using engaging in an Off-Market Transfer for illegal purposes; or

16.2.3 your Authorised Representative is still authorised to represent you, or that a new Authorised Representative has been appointed. See paragraph 10.2 (Appointing and changing an Authorised Representative) contained in Section B (How to Complete the BEE Verification process), for information about changes to your Authorised Representative.

**16.3 Permanent removal or suspension of your use of the Transaction Platform because of a dispute or illegal activity**

If you do not prove the facts above within 10 Business Days, we will remove your BEE Verification status or suspend your ability to take part in Off-Market Transfers until you give us the proof we require.

**16.4 Suspension of BEE Verification status or suspension of your use of the Transaction Platform because of expiry of BEE Status**

16.4.1 A Black Group's BEE Status (proof that you qualify as a Black Group in terms of a BEE Ownership Certificate or BEE Ownership Document) expires on the earlier of:

16.4.1.1 the date set out on the BEE Ownership Certificate or BEE Ownership Document; or

16.4.1.2 every 12 months from the date the BEE Ownership Certificate or BEE Ownership Document was issued.

16.4.2 We will give you notice 3 months and then again 1 month before this happens by SMS, and remind you that you need to update our information about your BEE Status. This is so that we have evidence that you still qualify as a Black Group.

16.4.3 We will tell you what Supporting Documents you need to give us to update our information about your BEE Status. You will need to give us this information at least 5 Business Days before the end of the 3 month period so that we will have enough time to update our information about your BEE Status.

16.4.4 If you do not give us the information we reasonably request so that we have evidence that you still qualify as a Black Group, we will suspend your BEE Verification status and we will suspend your ability to take part in an Off-Market Transfer. This will apply until we receive the information and have updated our records about your BEE Status. It may take a few days to update our records.

**16.5 Other reasons for suspension of BEE Verification status or suspension of your use of the Transaction Platform**

16.5.1 We may suspend your BEE Verification status or suspend your ability to take part in an Off-Market Transfer if:

16.5.1.1 we become aware of any actual, threatened or suspected fraud.

16.5.1.2 you do not comply with these Terms even after we have given you 10 Business Days' notice to do so or to fix it (or a shorter period where this is reasonable);

16.5.1.3 you do not comply with these Terms and it is reasonable not to first give you notice to do so or to fix it;

16.5.1.4 we reasonably believe that any security aspect of the Off-Market Transfers Process has been compromised or your Personal Information has been lost or stolen or disclosed to an unauthorised person;

16.5.1.5 we become aware that any information you have given or that has been given for you is false, inaccurate, invalid, incomplete or misleading;

16.5.1.6 we must do this to comply with the law;

16.5.1.7 a court or applicable Authority tells us to do this; or

16.5.1.8 where another part of these Terms allows us to do this suspension.

- 16.5.2 The suspension will continue for so long as we reasonably believe is appropriate.
- 16.5.3 We will always act reasonably and according to law when suspending your BEE Verification status.

## 17 ENDING THE OFF-MARKET TRANSFERS PROCESS

### 17.1 When we may end the Off-Market Transfers Process

We may end the Off-Market Transfers Process at any time. We will give you 20 Business Days' notice if we plan to end the Off-Market Transfers Process, unless the law requires the Off-Market Transfers Process to end sooner or the law enables us to give you less notice.

### 17.2 When we may end the Off-Market Transfers Process

- 17.2.1 We may end your use of the Off-Market Transfers Process at any time if:
- 17.2.1.1 you do not comply with these Terms even after we have given you 10 Business Days' notice to do so or to fix it (or a shorter period where this is reasonable);
  - 17.2.1.2 you do not comply with these Terms and it is reasonable not to first give you notice to do so or to fix it;
  - 17.2.1.3 we have reasonable grounds to believe that you are acting illegally or fraudulently;
  - 17.2.1.4 we have removed your BEE Verification status;
  - 17.2.1.5 we must do this to comply with the law; or
  - 17.2.1.6 a court or the Authority tells us to do this.
- 17.2.2 We will always act reasonably and in accordance with the law when ending your use of the Off-Market Transfers Process, and will give you a notice of this.

### 17.3 You can cease being a BEE Verified Person for the purposes of the Off-Market Transfers Process

You may at any time stop being a BEE Verified Person for the purposes of the Off-Market Transfers Process by informing us if this. Should you thereafter wish to buy, sell, otherwise transfer or receive transfer of Shares, please check the Shareholder Platform Website for information on the different ways in which you may buy, sell, otherwise transfer or receive transfer of Shares, and the different BEE Verification requirements which apply to the option you choose. You will need to again apply to be BEE Verified in respect of the way in which you choose in future to buy or sell Shares.

### 17.4 Terms which continue

Many provisions of these Terms continue after your use of the Off-Market Transfers Process has ended. This is because certain rights and duties continue even though the Off-Market Transfer has already been completed or you are no longer a BEE Verified Person for the purpose of the Off-Market Transfers Process. These rights and duties continue by their very nature so it is not possible to list all the rights and duties that do continue.

17.5 **Examples of terms which continue**

17.6 Some of the terms (this is not a complete list) that continue include those where:

- 17.6.1 your claims against us that are excluded or limited, including the amounts you can claim from us;
- 17.6.2 the rights and remedies you have against us are limited or excluded;
- 17.6.3 you take on the responsibility for certain losses or damages that might happen;
- 17.6.4 you make promises, including those on the Application Form, the Verification Form or the Change of Details Form; and
- 17.6.5 there are definitions or where it states how to interpret these Terms.

## **SECTION E: OUR RIGHTS, OBLIGATIONS AND LIMITS TO THE AMOUNTS THAT YOU MAY CLAIM AGAINST US**

### **18 INTELLECTUAL PROPERTY RIGHTS**

#### **18.1 Our rights**

18.1.1 We, our service providers (such as the BEE Verification Agent, our other agents, the Custody Entity, the Transfer Secretaries or other relevant third parties (as applicable)) own or have the right to use any existing copyright in and to these Terms, all the software, icons, text, links, graphics, photographic images, sound clips, music, literary works, published editions, reports, computer programs, sound and television broadcasts, trade names, logos and trademarks (commonly referred to as "content and information") related to the Off-Market Transfers Process, including the Application Process and the BEE Verification process, or given in correspondence.

18.1.2 In law, this content and information is known as "**intellectual property**".

#### **18.2 Limits to your rights**

You do not get any rights of ownership or use in or to the intellectual property except for those rights, if any, expressly given to you in these Terms. You must not use the intellectual property in a way which we have not allowed in writing or in a way which we do not allow in these Terms.

### **19 TRANSFER OF RIGHTS**

Note: transferring rights is known as cession and transferring duties (obligations) is known as delegation. In these Terms, transfer includes ceding and delegating rights and duties.

#### **19.1 You may not transfer your rights or duties**

You may not transfer any of your rights or any of your duties under these Terms.

#### **19.2 We may transfer our rights and our duties**

As far as the law allows, you agree that we may transfer all or some of our rights or duties under these Terms to any third party without having to give you notice or get your consent when we do this.

## 20 LIMITS TO YOUR CLAIMS AGAINST US

This paragraph 20 (limits to your claims against us) will only apply as far as the law allows it. The list and limitations of our responsibilities (liabilities) below is in addition to the other matters we do not accept responsibility (liability) for in these terms.

### **PARAGRAPH 20 LIMITS YOUR CLAIMS AGAINST US AND IS IMPORTANT AS IT:**

- **limits or excludes your claims against us;**
- **limits or excludes the rights and remedies you have against us;**
- **excludes rights and remedies you have against us for certain losses or damages that might happen; and**
- **places liabilities and risks on you.**

**There are many things that can go wrong with Off Market Transfers. We are not responsible (liable) to you for anything that goes wrong in respect of an Off Market Transfer, including what is listed below (as far as the law allows it). You undertake Off Market Transfers knowing and accepting that these things can go wrong and that there are risks and dangers.**

**You will also be responsible to us if others make claims against us for any reason relating to your participation in an Off Market Transfers.**

**Where you can claim money from us, the amount that you will be able to recover from us might be less than the actual loss or damages you may suffer. There are also certain types of losses or damages that you may suffer that you cannot claim from us at all.**

### 20.1 **Limit to your claims against us**

You cannot claim from us for loss, claims or damages because of anything that happens from an Off-Market Transfer, including for the events and examples listed in paragraph 20.2 (Examples of claims, loss or damages) below. You may have rights against and duties to person providing you with custody and settlement services with which you have a direct contractual arrangement. You cannot claim from us in respect of your arrangements.

### 20.2 **Examples of claims, loss or damages**

Examples of what can cause loss or these claims or damages that you cannot claim from us are the following:

- 20.2.1 you not complying with these Terms;
- 20.2.2 us or any of our agents not complying with laws of countries other than South Africa;
- 20.2.3 you acting or failing to act in using the BEE Verification process or the Off-Market Transfers Process;
- 20.2.4 events happening due to circumstances beyond our reasonable control;
- 20.2.5 us or any of our agents being unable to perform our duties or responsibilities because of circumstances beyond our control;
- 20.2.6 links on the Shareholder Platform Website to, and the content of, other websites;
- 20.2.7 a delay in sending or receiving the documents we reasonably need to verify you;
- 20.2.8 a delay or change in market conditions that happens before, during or after the implementation of an Off-Market Transfer;

- 20.2.9 any loss or damage resulting from you buying or selling Shares through an Off-Market Transfer;
- 20.2.10 your Authorised Representative or any other person not giving you your money;
- 20.2.11 the actions of your Authorised Representative, including where your Authorised Representative fails to act;
- 20.2.12 fraud and other illegal use of the Off-Market Transfers Process or during the Application Process or the BEE Verification process;
- 20.2.13 faults, interruptions, downtime, delays or mistakes in the Shareholder Platform Website or the Call Centre;
- 20.2.14 failures or delays by people or companies who provide goods or services to us relating to the Shareholder Platform Website or the Call Centre or the technology that we use to communicate with you;
- 20.2.15 viruses or other harmful features or content in the software of the Shareholder Platform Website; or
- 20.2.16 people not involved in YeboYethu interfering with or intercepting information sent by post, fax, SMS, email or through the Shareholder Platform Website.

### 20.3 **No claims for indirect losses**

You may only claim direct financial loss (but excluding loss of profits) that you can prove we caused.

### 20.4 **Maximum amount you may claim from us**

- 20.4.1 If we are found to be liable to you for any reason or cause (despite the other provisions stated in these Terms), our maximum liability to you for all claims added together will not be more than the actual damages suffered by you.
- 20.4.2 What is stated in this paragraph 20 (Limits to your claims against us) applies to however the claims, losses, liability or damages were caused and no matter which area of law they come from.

## 21 **INTERPRETATION IN LINE WITH THE LAW**

### 21.1 **Excluding or limiting our responsibility**

These Terms limit or exclude your claims against us only to the extent that the law allows this. We do not exclude your claims against us for loss or damages caused directly or indirectly by our gross negligence or the gross negligence of any person acting for us, where the law does not allow this. (Gross negligence is the serious lack of care in performing a legal duty to you.)

### 21.2 **Your obligation to take on responsibility**

These Terms may pass some of the responsibility for loss or damages, only as far as the law allows on to you.

### 21.3 **Excluding our obligations and duties**

These Terms limit or exclude promises, guarantees or duties we have to you in law only to the extent that the law allows us to limit or exclude these promises, guarantees or duties. This applies even if the promises, guarantees and duties are not written in these Terms.

#### 21.4 **Excluding your legal rights**

These Terms limit or exclude rights and remedies for claims that you have against us in law only to the extent that the law allows us to limit or exclude these rights and remedies. This applies even if the rights and remedies are not written in these Terms.

#### 21.5 **Interpretation in line with the law**

We do not intend to break any laws in these Terms. The Terms must be interpreted so that they will not break the law and must be applied as far as the law allows. We refer specifically to the CP Act and the Electronic Communications Act, 36 of 2005 and laws about protecting Personal Information, which give rights and duties to both you and us.



## **SECTION F: CONTACT DETAILS AND NOTICES**

### **22 NOTICES**

#### **22.1 Notices and messages we send to you**

- 22.1.1 We may choose to send you notices either by SMS, email or post (but we will send you all legal documents in the way set out in paragraph 22.7 below).
- 22.1.2 There are various notices that we may send you by SMS. These include notices with messages about:
- 22.1.2.1 issues about your BEE Verification process or where we end the BEE Verification process;
  - 22.1.2.2 updating the information about your BEE Status;
  - 22.1.2.3 where we end or suspend the Off-Market Transfers Process or your participation in an Off-Market Transfer; and
  - 22.1.2.4 changes to these Terms
- 22.1.3 You can ask to also receive these notices by email when you complete the BEE Verification process. If you do not initially select this option, you can ask for this option at any time by phoning the Call Centre.

#### **22.2 Notices and messages to Authorised Representatives and Minors**

- 22.2.1 If you are a Black Group, the notices that we send you by SMS will be sent to the cell number of your Authorised Representative. Whenever we refer to sending you an SMS, we are referring to an SMS that we send to your Authorised Representative (if you are a Black Group). A notice that we send to your Authorised Representative will be treated as if the whole Black Group has received it.
- 22.2.2 If you are a Minor, the notices that we send you by SMS will be sent to the cell number of your parent or guardian. Whenever we refer to sending you an SMS, we are referring to an SMS that we send to your parent or guardian (if you are a Minor). A notice that we send to your parent or guardian will be treated as if you also received it.

#### **22.3 Deemed receipt**

- 22.3.1 When we treat a notice as if you have received it by a certain date and time, it means we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date and time you will have to prove it, as far as the law allows. As far as the law allows, we will treat it as if you have received a notice:
- 22.3.1.1 on the date of delivery, if delivered by hand to your physical address;
  - 22.3.1.2 10 days after posting, if sent by ordinary mail to your postal address;
  - 22.3.1.3 on the date and time of sending, if sent to your fax number during Business Hours;
  - 22.3.1.4 the next Business Day at the start of Business Hours, if sent to your fax number outside of Business Hours;
  - 22.3.1.5 on the date and time of sending, if sent to your email address during Business Hours;
  - 22.3.1.6 the next Business Day at the start of Business Hours, if sent to your email address outside of Business Hours; and

22.3.1.7 on the date and time of sending, if an SMS notice is sent to your cell phone number.

#### 22.4 **Notice that you have actually received**

If you have actually received a notice, it will be valid delivery even if we did not send it to any of your chosen addresses.

#### 22.5 **Address where we agree to accept legal documents and notices**

Legal documents include letters of demand, summonses, warrants to attach your property and other legal notices. We agree to accept legal documents that you send to us under these Terms at:

**Vodacom Corporate Park, 4th Floor  
082 Vodacom Boulevard, Midrand 1685**

(This address is known in law as our *domicilium citandi et executandi*)

#### 22.6 **Change of our address**

If we want to change the address where we agree to accept legal documents, we will tell you in writing by SMS or email or post. We will give you the new address where we agree to accept legal documents. Any new address must be a physical address in South Africa.

#### 22.7 **Address where you agree to accept legal documents**

22.7.1 You agree to accept any legal documents under these Terms at the addresses you gave to us in the Application Process. (This address is known in law as your *domicilium citandi et executandi*.) But if you have changed your addresses by giving us a Change of Details Form, you agree to accept any legal documents under these Terms at the address in the most recent Change of Details Form that you have given us.

#### 22.8 **Change to your address**

If you want to change the addresses where you agree to accept legal documents, you must tell us in writing by completing and giving us a Change of Details Form and required Supporting Documents with the new addresses. Any new address must be a physical address in South Africa.

### 23 **DETAILS**

#### 23.1 **Call Centre details**

Tel: 082 241 0001 or 010 285 0090

#### 23.2 **Shareholder Platform Website**

[www.yeboyethushares.co.za](http://www.yeboyethushares.co.za)

#### 23.3 **Transaction Platform Website**

[www.yeboyethushares.tradedesk.co.za](http://www.yeboyethushares.tradedesk.co.za)

## **SECTION G: GENERAL TERMS**

### **24 WHOLE AGREEMENT**

These terms, as may be amended, make up the entire agreement between you and us relating to the BEE Verification process. As far as the law allows, neither you nor we are legally obliged to comply with any term, condition, undertaking, representation, or promise relating to the BEE Verification process or these terms that is not included in these terms.

### **25 LOSING CERTAIN OF YOUR RIGHTS**

As far as the law allows, neither you nor we will lose any rights under these Terms if you or we do not exercise them immediately or each time that such rights could be exercised.

### **26 EACH PROVISION IS SEPARATE**

Each provision of these Terms, and each part of any provision, is removable and separate from the others. As far as the law allows, if any provision of these terms, or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these Terms. The rest of these Terms will still be valid and enforceable.

### **27 SOUTH AFRICAN LAW APPLIES TO THESE TERMS**

The laws of the South Africa will apply to and govern these Terms.

## ANNEXURE 1

### INTERPRETATION AND DEFINITIONS

#### 28 INTERPRETING THESE TERMS

When reading and applying (interpreting) these Terms, the following rules will apply:

##### 28.1 Gender

Words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example "**they**" or "**it**") include all genders.

##### 28.2 Singular and plural

Words in the singular include the plural and the other way around.

##### 28.3 Different forms of the same word

Different grammatical forms of the same word have a corresponding (similar or matching) meaning. (For example, "**to apply**", "**applying**" and "**application**").

##### 28.4 Headings

Headings are aids to reading and understanding these Terms. They are not terms or conditions themselves. Headings do not limit or extend the meaning or application of these Terms.

##### 28.5 Rights and remedies

There may be reference to the legal concepts of rights and remedies in these Terms. Rights are interests protected by law. Remedies are the ways available in law to enforce or protect rights or to get compensation.

##### 28.6 General words are not limited

28.6.1 The word "**including**" or "**include**" or "**includes**" must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:

28.6.1.1 "**including**" means "**including but not limited to**";

28.6.1.2 "**include**" means "**include but is not limited to**"; and

28.6.1.3 "**includes**" means "**includes but is not limited to**".

28.6.2 Where there is a list of specific things that belong together to describe a general word or phrase, the general word or phrase can have other meanings and can include others. The general word or phrase must not be interpreted to only apply to those specific things or things similar to them. For example, when we say a person must comply with all laws, including the CP Act, we mean that they must comply with all laws and not only the CP Act and not only similar laws or laws that cover the same topics.

##### 28.7 Calculating days

Where any number of days is given, those days are counted to exclude the first day but include the last day.

**28.8 Reference to laws or documents**

When there is reference to a law or document to a section of a law or document, we mean that law or section of that law as amended, repealed or replaced.

**28.9 Loss or damages**

We may refer to legal concepts called loss or damages in these Terms. Here are some examples of the type of loss or damages that you could suffer:

- 28.9.1 losing money;
- 28.9.2 the value of your Shares going down;
- 28.9.3 someone bringing a claim against you;
- 28.9.4 money you have to pay us or someone else as compensation;
- 28.9.5 you suffering harm; or
- 28.9.6 money being paid to the wrong person.

**28.10 List of Definitions**

- 28.10.1 "**Annexure**" means an Annexure attached to these Terms;
- 28.10.2 "**Applicant**" means a member of the Black public who does not already own Shares, and who applies to us to confirm that they are an Eligible Person;
- 28.10.3 "**Application Form**" means:
  - 28.10.3.1 for a Black Person, the form called the "Application Form (Black People)" that we require a Black Person to complete and sign as part of the Application Process; and
  - 28.10.3.2 for a Black Group, the form called the "Application Form (Black Groups)" that we require a Black Group to complete and sign as part of the Application Process;
 

which can be obtained on the Shareholder Platform Website or via the Call Centre (during Call Centre Hours), where you can request that a copy of the form be sent to you;
- 28.10.4 "**Application Process**" means the process that we require an Applicant to follow to apply for confirmation from the BEE Verification Agent that such Applicant is an Eligible Person;
- 28.10.5 "**Authorised Representative**" means the individual appointed and authorised by the Black Group to act on behalf of the Black Group;
- 28.10.6 "**Authorised User**" has the meaning given to this term in the FM Act;
- 28.10.7 "**Authority**" means:
  - 28.10.7.1 the Financial Services Board, a regulatory body established in terms of section 2 of the Financial Services Act, 97 of 1990;
  - 28.10.7.2 the Independent Communications Authority of South Africa, a regulatory body established in terms of section 3 of the Independent Communications Authority of South Africa Act, 13 of 2000;

- 28.10.7.3 any government or governmental, administrative, fiscal or judicial authority, body, court, department, commission, tribunal, registry or any state owned, controlled or legislatively constituted authority which principally performs public, governmental or regulatory functions and/or which is responsible for applying national security, foreign investment, exchange control, telecommunications, merger control or other competition or antitrust legislation or regulations, in South Africa; and
- 28.10.7.4 any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or any state-owned enterprise in South Africa;
- 28.10.8 "**BEE**" means black economic empowerment as contemplated in the BEE Act, the BEE Codes and BEE ICT Code;
- 28.10.9 "**BEE Act**" means the Broad-Based Black Economic Empowerment Act, 53 of 2003 and any regulations and codes of good practice published thereunder (including the BEE Codes);
- 28.10.10 "**BEE Codes**" means the Broad-Based Black Economic Empowerment Codes of Good Practice gazetted under the BEE Act;
- 28.10.11 "**BEE ICT Code**" means the Information and Communication Technology Sector Code published in terms of Section 9(1) of the BEE Act;
- 28.10.12 "**BEE Listing**" means the listing of Shares on the BEE Segment;
- 28.10.13 "**BEE Listing Period**" means the period commencing on the date upon which the Shares are listed on the BEE Segment and ending on the date on which the BEE Listing terminates for any reason;
- 28.10.14 "**BEE Ownership Certificate**" means a BEE ownership certificate based on a Black Group's current shareholding, issued within the previous 12 months by a South Africa National Accreditation System authorised BEE verification rating agency provided that an Exempt Micro Enterprise (as defined in the BEE Codes) may submit a sworn affidavit recording its shareholding;
- 28.10.15 "**BEE Ownership Document**" in relation to a Black Group, means a declaration of its BEE Status, which declaration must be dated and signed by the Authorised Representative and must be accompanied by:
- 28.10.15.1 a list of all of the Black People who, both directly or indirectly, hold an Effective Interest in the Black Group (including their names, identity numbers, nationality, gender and effective percentage economic (and, if different, voting) interest held). Indirect interests held by Black People require a detailed organogram; and
- 28.10.15.2 the green bar-coded South African Identity Document or card issued by the South African Department of Home Affairs or valid passport showing the South African identity number of all of the Black People who, both directly or indirectly, hold an Effective Interest in the Black Group;
- 28.10.16 "**BEE Securities**" has the meaning given to this term in the Listings Requirements;
- 28.10.17 "**BEE Segment**" means a segment of the JSE's main board where an issuer may list its BEE Securities;
- 28.10.18 "**BEE Status**" means in relation to a Black Group, the Black Group's percentage ownership and percentage economic interest held by Black People (by shareholding, membership, beneficiary interest or other comparable interest, as the case may be, having regard to the juristic nature of the relevant Black Group) and the Black Group's percentage representation by Black People at board or trustee or other similar

governing body and, in relation to a natural person, whether or not that person qualifies as a Black Person;

- 28.10.19 **"BEE Verification"** means the verification of a person by the BEE Verification Agent, which verification must conclude, among other things, that:
- 28.10.19.1 the person is an Eligible Person;
- 28.10.19.2 such Eligible Person has been notified of the necessary restrictions, limitations and requirements applicable to such Shares from time to time as set out in the YeboYethu MOI and the Transaction Agreements, and has agreed to be bound by the provisions thereof; and
- 28.10.19.3 such Eligible Person has accepted the Trading Terms and Conditions and has signed all documents and contracts required in terms of the Trading Terms and Conditions;
- 28.10.20 **"BEE Verification Agent"** means the person appointed by YeboYethu from time to time to fulfil the role of BEE Verification Agent (as contemplated in clause 4.32 of the Listings Requirements), being Velocity;
- 28.10.21 **"BEE Verified Persons"** means, during the BEE Listing Period, any Eligible Person which YeboYethu (or its nominee, delegate or agent) has notified as having successfully completed the BEE Verification, and whose BEE Status has not expired or been withdrawn in accordance with the Trading Terms and Conditions;
- 28.10.22 **"Black Company"** means an entity which is both a "B-BBEE-owned Company" and a "B-BBEE-controlled Company (as each of such terms are defined in the BEE Codes);
- 28.10.23 **"Black Entity"** means a vesting trust which qualifies for recognition under the BEE Codes, a broad-based ownership scheme, a close corporation, or an unincorporated entity or association, including a partnership, joint venture, syndicate or stokvel, as may be determined by Vodacom SA in its sole discretion as an entity or association which may enable Vodacom SA to claim BEE scorecard points pursuant to the BEE Codes;
- 28.10.24 **"Black Group"** means a Black Company or a Black Entity;
- 28.10.25 **"Black People"** or **"Black Person"** has the meaning ascribed to it under Code 000 of the BEE Codes, which current meaning is summarised as follows for convenience, and should not be construed as an interpretation of the BEE Codes: Africans, Coloureds (including Chinese) and Indians who are natural persons and who are South African citizens by: (i) birth or descent; or (ii) naturalisation occurring (a) prior to 27 April 1994, being the commencement date of the Constitution of the Republic of South Africa of 1993; or (b) after that date but who would have qualified for naturalisation prior to that date if it were not for the apartheid policies in place in South Africa, and **"Black"** shall be construed accordingly;
- 28.10.26 **"Business Day"** means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa;
- 28.10.27 **"Business Hours"** means the hours from 09:00 to 17:00 on a Business Day;
- 28.10.28 **"Call Centre"** means the call centre established and operated by the BEE Verification Agent for purposes of providing services related or incidental to the BEE Verification which can be contacted at the phone number: 082 241 0001 or 010 285 0090;
- 28.10.29 **"Call Centre Agent"** means the person that helps you when you phone the Call Centre;

- 28.10.30 **"Change of Details Form"** means:
- 28.10.30.1 for a Black Person, the form called the "Change of Details Form (Black People)" that we require a Black Person to sign as part of the change of details process; and
- 28.10.30.2 for a Black Group, the form called the "Change of Details Form (Black Groups)" that we require a Black Group to sign as part of the change of details process,
- which can be obtained on the Shareholder Platform Website or via the Call Centre (during Business Hours), where you can request that a copy of the form be sent to you;
- 28.10.31 **"CP Act"** means the Consumer Protection Act, 71 of 2008;
- 28.10.32 **"Custody Entity"** means Link Investor Services, acting through its nominee and wholly-owned subsidiary, Pacific Custodians (Nominees) (RF) Proprietary Limited, registration number 2014/113298/07, a private company incorporated in accordance with the laws of South Africa;
- 28.10.33 **"Custody Entity Mandate"** means the agreement entered into between you and the Custody Entity in respect of the services rendered by the Custody Entity to you relating to your Shares;
- 28.10.34 **"Effective Interest"** means any one or more of a direct or indirect ownership, economic or control interest, measured on a fully diluted basis and without any deeming rule or deeming provision being applied;
- 28.10.35 **"Eligible Person"** means individually and collectively, Black People and Black Groups;
- 28.10.36 **"ESOP"** means the trustees for the time being of the YeboYethu Employee Participation Trust (Gauteng High Court Local Division, Johannesburg, Master's Reference Number 2065/2008), a trust duly constituted in accordance with the laws of South Africa, and created by Vodacom SA for the benefit of eligible employees;
- 28.10.37 **"FM Act"** means the Financial Markets Act, 19 of 2012;
- 28.10.38 **"Implementation Date"** means 8 October 2008;
- 28.10.39 **"JSE"** means as the context requires, either JSE Limited, registration number 2005/022939/06, a public company incorporated in accordance with the laws of South Africa and licensed to operate an exchange under the FM Act, or the securities exchange operated by that company;
- 28.10.40 **"JSE Member"** means an equities member, which is a category of Authorised User admitted to membership of the JSE;
- 28.10.41 **"Legal Capacity"** means the right and ability to enter into valid agreements, considering things like age, marriage status, mental status and financial status;
- 28.10.42 **"Link Investor Services"** means Link Investor Services Proprietary Limited, registration number 2011/001308/07, a private company incorporated in accordance with the laws of South Africa;
- 28.10.43 **"Listings Requirements"** means the JSE Listings Requirements;
- 28.10.44 **"Lock-In Period"** means the period commencing on the Implementation Date and terminating on the earlier of:
- 28.10.44.1 the tenth anniversary of the Implementation Date (both dates included); or
- 28.10.44.2 the date (if ever) upon which the BEE requirements applicable to Vodacom SA and



its subsidiaries have been amended by legislation (or other applicable law or regulation or practice having the effect of law, including without limitation the BEE ICT Code or similar code or charter once it is promulgated as a sectoral code in terms of section 9 of the BEE Act) having the effect (in the sole and absolute discretion of the board of directors of Vodacom Group, after having considered representations which YeboYethu, RBH-CO and Thebe-CO may have made in this regard, but without being bound thereby) that the continued ownership of Vodacom SA Shares by YeboYethu, RBH-CO and Thebe-CO or a person or entity to whom any of the aforementioned shareholders wish to transfer their shareholdings, is no longer required for BEE purposes, and no longer results in a BEE benefit for Vodacom SA and its subsidiaries (whether as a result of a once-empowered always-empowered rule or otherwise),

it being recorded for the avoidance of doubt that this may have the effect that the Lock-In Period expires in respect of certain (but not necessarily all) of the Vodacom SA Shares held by YeboYethu and/or RBH-CO and Thebe-CO;

- 28.10.45 "**Minor**" means a Black Person who is younger than 18 years old;
- 28.10.46 "**Off-Market Transfer**" means any sale, purchase or other transfer of Shares not reported through an Authorised User;
- 28.10.47 "**Off-Market Transfers Process**" means the process of purchasing and/or transferring Shares by a BEE Verified Person pursuant to an Off-Market Transfer, as contemplated in as contemplated in these terms and conditions;
- 28.10.48 "**Off-Market Transfers Process Terms and Conditions**" means this document which records the terms, conditions, restrictions and limitations applicable to each BEE Verified Person who elects to purchase or take transfer of any Shares pursuant to an Off-Market Transfer, and which are acknowledged and accepted by such BEE Verified Person during the BEE Verification process;
- 28.10.49 "**OTC Trading Platform**" means the over-the-counter trading platform facilitated by YeboYethu specifically for the purposes of facilitating trading in Shares by and among Eligible Persons;
- 28.10.50 "**Own-Broker Trading Process**" means the process of purchasing, holding and/or transferring (including by way of trading) Shares from time to time in accordance with the YeboYethu BEE Contract and Own-Broker Trading Process Terms and Conditions (and not, for the avoidance of doubt, in accordance with the Standard Trading Process);
- 28.10.51 "**Own-Broker Trading Process Terms and Conditions**" means the document entitled "*YeboYethu Own-Broker Trading Process: Verification Requirements, Terms and Conditions*" which shall be made available at [www.yeboyethushares.co.za](http://www.yeboyethushares.co.za), which document records the terms, conditions, restrictions and limitations applicable to each BEE Verified Person who elects to purchase, holds and/or transfer any Shares in terms of the Own-Broker Trading Process, and which are acknowledged and accepted by such BEE Verified Person during the BEE Verification process;
- 28.10.52 "**Personal Information**" has the meaning ascribed to it in the Privacy Policy;
- 28.10.53 "**Privacy Policy**" means the privacy policy annexed to these Terms as Annexure 2;
- 28.10.54 "**Rand**" or "**R**" means the South African rand, the official currency of South Africa;
- 28.10.55 "**RBH**" means Royal Bafokeng Holdings Proprietary Limited, registration number 2006/006906/07, a private company duly incorporated in accordance with the laws of South Africa;
- 28.10.56 "**RBH-CO**" means Lisinfo 209 Investments (Proprietary) Limited, registration number

2008/007293/07, a private company duly incorporated in accordance with the laws of South Africa and, as at the Implementation Date, a wholly-owned subsidiary of RBH-TELCO;

- 28.10.57 **"RBH-TELCO"** means RBH Telecom Holdings (Proprietary) Limited, registration number 2006/006958/07, a private company duly incorporated in accordance with the laws of South Africa;
- 28.10.58 **"Relevant Market Participant"** means a JSE Member, registered holder, Central Securities Depository Participant (as per the FM Act) and/or relevant intermediary, as the context may require, that is required to enter into the YeboYethu BEE Contract with you;
- 28.10.59 **"Securities Register"** means the record of shareholders of Shares and the details that apply to their shareholding, which is maintained by Strate Proprietary Limited, registration number 1998/022242/07, a private company licensed as a central securities depository in terms of the FM Act, in respect of uncertificated Shares and by the Transfer Secretaries regarding certificated Shares;
- 28.10.60 **"Shareholder Platform Website"** means the website established by us for the operation of the platform for trading Shares accessible at: [www.yeboyethushares.co.za](http://www.yeboyethushares.co.za);
- 28.10.61 **"Shares"** means ordinary shares having with a par value of R0.00001 each in the share capital of YeboYethu bearing the rights set out in the YeboYethu MOI;
- 28.10.62 **"South Africa"** means the Republic of South Africa;
- 28.10.63 **"Standard Trading Process"** means the process of purchasing, selling, holding and/or transferring Shares from time to time in terms of which you enter into a contractual custody arrangement with the Custody Entity (who shall act as registered shareholder) and a contractual trading arrangement with the Trading Entity for the purposes of effecting transfers of your Shares through the JSE's trading processes, as contemplated in the Standard Trading Process Terms and Conditions;
- 28.10.64 **"Standard Trading Process Terms and Conditions"** means the document entitled *"YeboYethu Standard Trading Process: Verification Requirements, Terms and Conditions"*, which records the terms, conditions, restrictions and limitations applicable to each Eligible Person who elects to purchase, sell, hold and/or transfer any Shares in terms of the Standard Trading Process, and which are acknowledged and accepted by such Eligible Person during the BEE Verification process;
- 28.10.65 **"Supporting Documents"** in relation to the Application Process, the BEE Verification process and the change of details process, means all documents which we require you to provide. For details on such supporting documents, please refer to Annexure 3 (Supporting Documents) of these Terms or the YeboYethu website ([www.yeboyethushares.co.za](http://www.yeboyethushares.co.za)) or the Transaction Platform Website or you may call the Call Centre (during Call Centre Hours) and request that copies be sent to you;
- 28.10.66 **"Terms"** means the terms and conditions set out in this document, together with any Annexures hereto;
- 28.10.67 **"Thebe"** means Thebe Investment Corporation (Proprietary) Limited registration number 1992/001846/07, a private company duly incorporated in accordance with the laws of South Africa;
- 28.10.68 **"Thebe-CO"** means Main Street 661 (Proprietary) Limited, registration number 2008/003181/07, a private company duly incorporated in accordance with the laws of South Africa;
- 28.10.69 **"Trading Entity"** means Velocity;

- 28.10.70 **"Trading Terms and Conditions"** means the terms and conditions, restrictions and limitations applicable to each BEE Verified Person and acknowledged and accepted by such BEE Verified Person during the BEE Verification process, being as the context may require:
- 28.10.70.1 the Standard Trading Process Terms and Conditions;
  - 28.10.70.2 the Own-Broker Trading Process Terms and Conditions; or
  - 28.10.70.3 the Off-Market Transfers Process Terms and Conditions;
- 28.10.71 **"Transaction Agreements"** means the:
- 28.10.71.1 Shareholders Agreement dated 24 July 2013, in terms of which the relationship between the shareholders of Vodacom SA, being RBH-CO, Thebe-CO, Vodacom Group and YeboYethu, is governed;
  - 28.10.71.2 Relationship Agreement means the agreement entitled "*Relationship Agreement*" concluded between Vodacom Group, Vodacom SA, RBH, RBH-CO, RBH-TELCO, Thebe, Thebe-CO, the ESOP and YeboYethu on 20 June 2008; and
  - 28.10.71.3 Subscription Agreement executed between Vodacom SA, Vodacom Group and YeboYethu dated 20 June 2008;
- 28.10.72 **"Transaction Platform"** means the platform established by the Trading Entity and the Custody Entity, through which they shall render Transaction (order placement) services and custody and settlement services respectively to Eligible Persons who have elected to participate in the Standard Trading Process, comprising the online Transaction Platform Website and the Call Centre, and on which each such Eligible Person shall have a Transaction Platform Account;
- 28.10.73 **"Transaction Platform Account"** means the record the Custody Entity keeps of money received from you and paid to you based on your your activities and transactions on the Transaction Platform;
- 28.10.74 **"Transaction Platform Website"** means the online component of the Transaction Platform which is accessible through the URL: [www.yeboyethushares.tradedesk.co.za](http://www.yeboyethushares.tradedesk.co.za);
- 28.10.75 **"Transfer Secretaries"** means Link Market Services South Africa Proprietary Limited, registration number 2000/007239/07, a private company incorporated in accordance with the laws of South Africa;
- 28.10.76 **"Velocity"** means Velocity Trade Financial Services Proprietary Limited, registration number 2010/010415/07, a private company incorporated in accordance with the laws of South Africa;
- 28.10.77 **"Verification Form"** means:
- 28.10.77.1 for a Black Person, the form called the "Verification Form (Black People)" that we require a Black Person to complete and sign as part of the BEE Verification process; and
  - 28.10.77.2 for a Black Group, the form called the "Verification Form (Black Groups)" that we require a Black Group to complete and sign as part of the BEE Verification process,
- which can be obtained on the Shareholder Platform Website or via the Call Centre (during Business Hours), where you can request that a copy of the form be sent to you;
- 28.10.78 **"Vodacom Group"** means Vodacom Group Limited, registration number 1993/005461/06, a public company incorporated in accordance with the laws of South

Africa;

- 28.10.79 "**Vodacom SA**" means Vodacom Proprietary Limited, registration number 1993/003367/07, a private company incorporated in accordance with the laws of South Africa;
- 28.10.80 "**Vodacom SA Shares**" shares in the share capital of Vodacom SA;
- 28.10.81 "**YeboYethu**" means YeboYethu (RF) Limited, registration number 2008/014734/06, a public company incorporated in accordance with the laws of South Africa.
- 28.10.82 "**YeboYethu BEE Contract**" means the contract referred to in the Own-Broker Trading Process Terms and Conditions which an Eligible Person is required to enter into with YeboYethu and the relevant Market Participants should he/she/it choose to hold, purchase and/or transfer Shares in accordance with the Own-Broker Trading Process (this is a bespoke contract required in respect of the Shares and is distinct from the agreement referred to in the Listings Requirements as a "BEE contract"); and
- 28.10.83 "**YeboYethu MOI**" means the memorandum of incorporation of YeboYethu.

## ANNEXURE 2

### PRIVACY POLICY

#### 29 USE OF PERSONAL INFORMATION AND TELEPHONE RECORDINGS

We may use personal information and telephone recordings only for specific reasons set out in this Annexure 2 and in the other ways that the law allows.

##### 29.1 What is Personal Information

"**Personal Information**" is information about you, your parent or guardian (if you are a Minor), your Authorised Representative, your contact person and members of your Black Group. Personal information includes information about:

- 29.1.1 identity, name, birth date and gender;
- 29.1.2 BEE Status;
- 29.1.3 ID number or registration numbers;
- 29.1.4 bank account details;
- 29.1.5 financial affairs and business affairs;
- 29.1.6 dealings in Shares;
- 29.1.7 physical address, postal address, email address, phone number and other contact details;
- 29.1.8 country of citizenship;
- 29.1.9 children; and
- 29.1.10 dependents and family members; and
- 29.1.11 answers to security questions.

##### 29.2 How we get Personal Information

We may receive Personal Information from you, your parent or guardian (if you are a Minor) and your Authorised Representative (if you are a Black Group) may give Personal Information to us or we may receive it from third parties (including from the Relevant Market Participants). We may receive Personal Information in many ways; these include the information we get when:

- 29.2.1 you, your parent or guardian (if you are a Minor) or your Authorised Representatives (if you are a Black Group) apply for you to become a BEE Verified Person;
- 29.2.2 you, your parent or guardian (if you are a Minor) or Your Authorised Representative (if you are a Black Group) give us an Application Form, a Verification Form or a Change of Details Form or other information;
- 29.2.3 you, your parent or guardian (if you are a Minor) or your Authorised Representative (if you are a Black Group) give us information or Supporting Documents we may ask for; or
- 29.2.4 you, your parent or guardian (if you are a Minor) or your Authorised Representative (if you are a Black Group) contact us or the BEE Verification Agent.

**29.3 We may record all telephone calls**

You agree that we may record all telephone calls to and from the Call Centre.

**29.4 What we can use Personal Information and telephone recordings for**

29.4.1 As far as the law allows, you give us permission to use Personal Information and all telephone recordings for all purposes relating to the Off-Market Transfers Process, including the Application Process and the BEE Verification process.

29.4.2 You also give us permission to use Personal Information and telephone recordings in other ways that the law allows.

**29.5 Permission and how we use your Personal Information**

As far as the law allows, you agree and give us permission to:

29.5.1 check Personal Information against the records of third parties (for example, to check that the bank account details you give are for a bank account in your name);

29.5.2 share the contents of the Securities Register (which includes some Personal Information) with other shareholders of Shares or the public;

29.5.3 collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share all of the Personal Information and telephone recordings. We may do this for all purposes relating to the Off-Market Transfers Process, including the Application Process and the BEE Verification process;

29.5.4 share the Personal Information and telephone recordings with other people when performing any activities related to the Off-Market Transfers Process, including the Application Process and the BEE Verification process (these other people could be people who provide services to us or the BEE Verification Agent as well as the Transfer Secretaries and the Custody Entity, or who provide services to you);

29.5.5 share the Personal Information and telephone recordings with the Transfer Secretaries or the custodian who provides you with custody and settlement services, and for such persons to share your Personal Information between themselves. The permission you give in this paragraph 29.5 is given as a *stipulatio alteri* in favour of such other persons (this means that, if such other persons accept the rights under this paragraph, your permission is given in favour of them and that they may enforce their rights pursuant to such permission, even though they are not a party to these Terms);

29.5.6 transfer or store, or both transfer and store, Personal Information and telephone recordings outside South Africa while we are performing the activities referred to above;

29.5.7 do any of the activities above outside of South Africa with Personal Information and telephone recordings;

29.5.8 appoint and allow people who provide goods or services to us or the BEE Verification Agent to perform any of the activities referred to in this Annexure 2: Privacy Policy for us. This also includes the Transfer Secretaries we use to maintain the Securities Register for us and the custodian;

29.5.9 allow Vodacom SA and their advisers to perform any of the activities referred to in this Annexure 2 (Privacy Policy) for all purposes related to the Off-Market Transfers Process, including the Application Process and the BEE Verification process;

29.5.10 share Personal Information and telephone recordings with any Authority when required to do so by law; and

29.5.11 use Personal Information and the telephone recordings in all other ways that the law allows.

## 29.6 **You may ask us to correct your Personal Information**

You may ask us at any time to amend or confirm any Personal Information if it is wrong or out of date. Please phone the Call Centre if you need help with this. See also paragraph 12 (Changing, correcting and completing details) contained in Section B (How to Complete the BEE Verification process), for more information about the change of details process.

## 29.7 **You give up your rights**

29.7.1 You agree that where the law requires us to make you, your parent or guardian (if you are a Minor), your Authorised Representative (if you are a Black Group) or members of your Black Group aware of something (to inform or notify you) or to do something else, we do not have to do this. This only applies as far as the law allows this.

29.7.2 For example, sometimes the law says that we have a duty to make you aware of some information or other matters, unless you agree that we do not need to do these things (this is called a waiver of rights). Because you agree to this, we will not have this duty anymore and will not need to make you aware of the information or other matters.

29.7.3 You give us this agreement for you, your parent or guardian (if you are a Minor), your Authorised Representatives (if you are a Black Group) and the members of your Black Group.

### **PARAGRAPH 29.7 IS IMPORTANT AS IT:**

- **limits or excludes our legal duties to you;**
- **makes you give up or limits rights you have in law; and**
- **makes you take on liability and risks.**

**Because you give up your rights, and we do not have to perform our duties, you may not become aware of information that you may need to protect yourself. You also may not be able to exercise your other rights (such as your right to privacy). You will not be able to make any claim against us if you suffer loss or damages because we did not give you certain information, or because we did not perform our duties.**

## 29.8 **Confirmation of your ability**

29.8.1 You promise that you have the ability to allow us to do all these things with the Personal Information and telephone recordings on behalf of your Authorised Representatives, and members of your Black Group (this includes all the things that we say we will do and which you give us permission to do in this Annexure 2).

29.8.2 You also promise that you have the ability to agree to give up your rights and the rights of the Authorised Representative and of the members of your Black Group, in the way set out in paragraph 29.7 (You give up your rights) in this Annexure 2.

29.8.3 As far as the law allows, if your Authorised Representative, contact person or a member of your Black Group claims for loss or damages because you did not have the ability mentioned above, we may recover any loss or damages we suffer because of these claims from you.

**PARAGRAPH 29.8 IS IMPORTANT AS IT:**

- **limits or excludes your claims against us;**
- **limits or excludes your rights and remedies against us; and**
- **makes you take on liability and risks**

**You give us permission to collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share your Personal Information and the Personal Information of your parent or guardian (if you are a Minor), Authorised Representative (if you are a Black Group), and members of your Black Group in the way described above.**

**You know and accept that you are giving up your privacy rights and the privacy rights of your parent or guardian (if you are a Minor), Authorised Representative (if you are a Black Group), contact persons and members of your Black Group. This means that you cannot claim against us for using your Personal Information in the way that you have given us permission, even if you or others suffer loss or damages.**

**You will also be responsible for any loss or damage we suffer because you did not have the ability and where we relied on your promise that you had authority. For example, if your Authorised Representative, or members of your Black Group, take action against us for using or disclosing their Personal Information.**

**29.9 Limits to your claims against us**

- 29.9.1 As far as the law allows, we are not responsible (liable) if anyone shares or uses your Personal Information or the telephone recordings without our permission or the correct permission.
- 29.9.2 As far as the law allows, if your Authorised Representative, or a member of your Black Group, claims for loss or damages because anyone shares or uses Personal Information or telephone recordings without our permission or the correct permission, we may recover any loss or damages we suffer because of these claims from you.

**PARAGRAPH 29.9 IS IMPORTANT AS IT:**

- **limits or excludes your claims against us;**
- **limits or excludes your rights and remedies against us; and**
- **makes you take on liability and risks.**

**It can be dangerous to share Personal Information and to allow the use of Personal information. You agree to share Personal Information with us and accept the risks involved in this.**

**For example, someone may be able to steal your identity, give your Personal Information to other people, or use your information in a way that could cause loss or damages.**

**You cannot claim from us when these things happen or when Personal Information is used by someone without permission.**

**We may also have claims against you and you might have to pay us for any loss or damages we suffer from claims by your Authorised Representative, or a member of your Black Group, because of the unauthorised use of Personal Information.**

**PLEASE REFER TO SUPPORTING DOCUMENTS FOR DOCUMENTS THAT NEED TO BE SUBMITTED**



**ANNEXURE 3**

**SCHEDULE OF FEES**

	<b>Transfer Secretaries costs excluding VAT R.cc</b>	<b>Strate costs excluding VAT R.cc</b>	<b>Total costs including VAT at 15% R.cc</b>
<b>Account administration, maintenance and Custody</b>			
All YeboYethu Shareholders	Free	N/A	Free
<b>Trading, Transactions, Settlement</b>			
FSB investor protection levy	Included	N/A	Included
Per Off-Market Transfer (change of beneficial ownership): per transaction	40.00	45.00	97.75
Account transfer (Off-Market): per transaction	50.00	30.00	92.00
Portfolio move (transfer to or from other CSDP or broker)	64.54	5.46	80.50
Rematerialisation (certificated withdrawal): per share code: per certificate	350.00	500.00	977.50
Dematerialisation	Free	Free	Free
<b>Notes</b>			
VAT at 15% will be added to all applicable fees.			
Fees above are all subject to change.			