

YEBOYETHU OWN BROKER FORM – BLACK GROUPS

YEBOYETHU BEE CONTRACT

**FOR USE IN RESPECT OF THE YEBOYETHU OWN-BROKER TRADING PROCESS
TERMS AND CONDITIONS**

(“CONTRACT”)

entered into between

SECTION A (PARTIES TO THE CONTRACT)

(each Party to insert details and sign (as an indication to be bound by this Contract) in the spaces provided below)

YEBOYETHU (RF) LIMITED (Registration Number 2008/014734/06) (“YeboYethu”)

and/or

BENEFICIAL OWNER (SHAREHOLDER) OF THE YEBOYETHU ORDINARY SHARES

A SHAREHOLDER DETAILS	
Shareholder Number / Broker reference number	
Name of Company, Group, Trust	
Company Close Corporation Registration Number or Trust Identification Number (if applicable)	
Authorised Representative Details	
Full Name	
Identity Number	
Capacity	
Telephone Number	
Mobile Number	
Email Address	
Physical Address	
	Postal Code:
Postal Address	
	Postal Code:

Signature: _____

--	--

Day

--	--

Month

--	--	--	--

Year

B	JSE MEMBER DETAILS
----------	---------------------------

JSE Member's Full Name		
JSE Member's Nominee Name		
Controlled or Non-Controlled Client	Controlled	Non-Controlled
Contact Person		
Contact Telephone Number		
Contact Email Address		
BDA Account Number		

Signature: _____

Day Month Year

Name: _____

Designation of Signatory: _____

C	CSDP DETAILS
----------	---------------------

CSDP's Full Name		
CSDP's Nominee Name		
Contact Person		
Contact Telephone Number		
Contact Email Address		
CSDP Custody Account Number for Non-Controlled Account		

Signature: _____

Day Month Year

Name: _____

Designation of Signatory: _____

D	SUPPORTING DOCUMENTS TO BE SUBMITTED
----------	---

- Valid BEE Certificate or Sworn BEE Affidavit
- Certified Copy of Authorised Representative's Identity document

BEE Verification Agent Use only

Unique Reference Number issued by BEE Verification Agent	
Date Issued	
Date of Expiry	

All Parties have a duty to familiarize themselves with, and by signing this Contract agree to be bound by and to comply with the YeboYethu memorandum of incorporation ("MOI"), and the JSE Listing Requirements, JSE Equities Rules and Directives, the STRATE rules and directives and all their respective amendments from time to time (collectively referred to as the "Rules and Regulations"). The MOI and further information on the Rules and Regulations can be found here www.yeboyethushares.co.za.

The Beneficial Owner is responsible for signing this Contract, ensuring that all relevant Market Participants sign this Contract and returning a signed copy to the BEE Verification Agent via e-mail or such other manner as the BEE Verification Agent may accept.

The Beneficial Owner and each Market Participant gives YeboYethu the commitments, warranties, indemnities and undertakings set out below.

- 1 The Beneficial Owner warrants in favour of YeboYethu and the Market Participants that (i) all the information provided by the Beneficial Owner is true and complete, (ii) it is and will remain an Eligible Person, and (iii) it is the beneficial owner of the YeboYethu Ordinary Shares or that such shares will be registered in its name as an Own Name Client (as the case may be).
- 2 The Beneficial Owner and each Market Participant undertakes in favour of YeboYethu that any mandate concluded between them in respect of the Beneficial Owner's YeboYethu Ordinary Shares will comply with the Rules and Regulations and the MOI.

- 3 Each Market Participant undertakes that it will only effect settlement of YeboYethu Ordinary Shares in the name of the Beneficial Owner once the BEE Verification Agent has confirmed that the Beneficial Owner is a BEE Verified Person.
- 4 The Beneficial Owner agrees that YeboYethu may furnish this Contract and any information relating to the Beneficial Owner's YeboYethu Ordinary Shares to any person for the purpose of enabling YeboYethu to exercise any rights it may have or discharge any obligations it may have in terms of, amongst other things, any applicable law, Rules and Regulations, the MOI, this Contract and any other agreements concluded by YeboYethu.
- 5 The Beneficial Owner agrees that YeboYethu shall be entitled to withdraw and require the BEE Verification Agent to withdraw, the Beneficial Owner's status as a BEE Verified Person or Eligible Person on written notice to the BEE Verification Agent if it determines that the Beneficial Owner has ceased to be an Eligible Person, no longer constitutes a BEE Verified Person, or if its BEE Verification status has expired.
- 6 The Beneficial Owner and each Market Participant agrees that YeboYethu may instruct the relevant Market Participant to end any Own Broker Trading Process at any time, in the event that this Contract is not complied with, if YeboYethu reasonably believes that there is illegal or fraudulent activity, if YeboYethu has suspended the BEE Verification status, or if YeboYethu has to comply with applicable law, a court order and or an authoritative instruction.
- 7 The Beneficial Owner and each Market Participant agrees that should the Beneficial Owner and/or any Market Participant intend to Sell or transfer the YeboYethu Ordinary Shares by way of an Off-Market Transfer, they shall obtain confirmation from the BEE Verification Agent prior to agreeing to such sale that the person(s) to whom/which those YeboYethu Ordinary Shares are to be sold, either being the new Beneficial Owner or an Own Name Client in whose name those YeboYethu Ordinary Shares are to be registered, are BEE Verified Persons. No Party may instruct or act on any instruction that permits the sale or transfer of the YeboYethu Ordinary Shares by way of an Off-Market Transfer before a BEE Verification Agent confirms that the new Beneficial Owner or new Own Name Client in respect of the YeboYethu Ordinary Shares is a BEE Verified Person(s).
- 8 The Beneficial Owner indemnifies YeboYethu and each Market Participant (including all such persons' directors, officers, employees, servants, agents and contractors) and other persons for whom any of the aforementioned persons may be liable in law, against any direct loss or damage suffered as a result of an act or omission on their part which constitutes a breach of any obligations under this Contract, the Own-Broker Trading Process Terms and Conditions and/or the MOI. This constitutes a contract for the benefit of the directors, officers, employees, servants, agents and contractors of YeboYethu and the Market Participants, or other persons for whom any of the aforementioned persons may be liable in law, which any such person will be entitled to accept at any time in writing.

BEE Verification Agent Contact Details:

support@yeboyethushares.co.za

YeboYethu Call Centre: 082 241 0001 (Toll-free from a Vodacom mobile number) or 010 285 0090 (standard call rates apply)