

CLIENT AGREEMENT

This Client Agreement is entered into between you and Velocity, duly registered as a financial services provider under the FAIS Act, and sets out the terms and conditions which will govern our relationship in respect of the use of the Transaction Platform.

The entering into of this Client Agreement forms part of the Registration Process and consists of the following documentation –

- 1 Terms and Conditions (commencing on page 5 of this document)
- 2 Privacy Policy
- 3 Risk Disclosure Statement
- 4 Intermediary Disclosure Statement

You must accept and agree to the Privacy Policy, the Risk Disclosure Statement and Intermediary Statement where indicated on the Transaction Platform Website or by signing the relevant document itself, as the case may be. You can download and print these documents from the MTN Zakhele Shareholder Platform Website (www.mtnz.co.za) or the Transaction Platform Website (www.mtnz.tradedesk.co.za) or you may call the Call Centre (during Call Centre Hours) on 083 123 6869 and request that copies be sent to you.

TERMS AND CONDITIONS

NO. CLAUSE HEADINGS	PAGE
PART 1 – INTRODUCTORY PROVISIONS	5
1 INTERPRETATION AND DEFINITIONS	5
PART 2 – OUR APPOINTMENT AND SERVICES	21
2 APPOINTMENT	21
3 LEGAL AND REGULATORY REQUIREMENTS	23
PART 3 – USING THE TRANSACTION PLATFORM	23
4 REGISTRATION ON THE TRANSACTION PLATFORM	23
5 AUTHORISED REPRESENTATIVES	27
6 JSE MARKET DATA	28
7 MINORS AND PERSONS WITHOUT LEGAL CAPACITY	28
8 CHANGING, CORRECTING AND COMPLETING DETAILS	29
9 USING THE TRANSACTION PLATFORM	30
10 PROVISION OF MARKET INFORMATION	33
PART 4 – SECURITY	34
11 KEEPING YOUR TRANSACTION PLATFORM ACCOUNT SECURE	34
12 VIRUSES AND OTHER HARMFUL FEATURES OR CONTENT	38
13 RECORDING	38
PART 5 – BUYING AND SELLING MTN ZAKHELE SHARES	39
14 INTERPRETATION	39
15 WHERE TO BUY AND SELL MTN ZAKHELE SHARES	40
16 HOW TO MAKE AN ORDER TO BUY	41
17 HOW TO MAKE AN ORDER TO SELL	42

18	SELLERS WHO TRADE MTN ZAKHELE SHARES IN THE ORDINARY COURSE OF BUSINESS	42
19	VALIDITY, CHANGES AND CANCELLING ORDERS	43
20	IMPLEMENTATION OF TRANSACTIONS	45
21	THE BSTC	45
22	CALL OPTION IN FAVOUR OF MTN AND OBLIGATION TO TRANSFER MTN ZAKHELE SHARES PURSUANT THERETO	45
23	ENCUMBRANCES	46
24	TRANSACTIONS THAT CANNOT HAPPEN ON THE TRANSACTION PLATFORM	46
25	TRANSFERRING RIGHTS IN MTN ZAKHELE SHARES TO OTHERS	47
	PART 6 – FEES	47
26	FEES AND TAXES	47
27	SHARING OF COMMISSIONS, FEES AND CHARGES	50
	PART 7 – CHANGES, SUSPENSION AND TERMINATION	51
28	CHANGES TO THE THESE TERMS AND CONDITIONS	51
29	SUSPENDING THE TRANSACTION PLATFORM	52
30	TERMINATION	55
	PART 8 – LIMITATION OF LIABILITY AND INDEMNITY	57
31	FORCE MAJEURE	57
32	INDEMNITY BY YOU	58
33	INDEMNITY BY US	59
34	EXCLUSION OF LIABILITY	60
35	LIMITATION OF LIABILITY	60
36	INSURANCE	61
	PART 9 – GENERAL	61
37	INTELLECTUAL PROPERTY RIGHTS	61

38	ASSIGNMENT	62
39	CONTACT DETAILS AND NOTICES	62
40	GENERAL	66

APPENDICES

APPENDIX 1 – CONTACT DETAILS

APPENDIX 2 – EXAMPLES OF TRANSACTION FEES

TERMS AND CONDITIONS

PART 1 – INTRODUCTORY PROVISIONS

1 INTERPRETATION AND DEFINITIONS

1.1 In this Client Agreement and its Appendices, unless otherwise stated or the context otherwise indicates, words and phrases that are defined will start with a capital letter and the following words and phrases bear the following meaning –

1.1.1 "**Appendix**" means an appendix attached to this Client Agreement;

1.1.2 "**Authorised Representative**" means the individual appointed and authorised by the Black Group in accordance with clause 5 to act on behalf of the Black Group;

1.1.3 "**Authorised User**" has the meaning given to this term in the FM Act;

1.1.4 "**Authorised Velocity Representative**" means a person or juristic entity authorised, as contemplated by the FAIS Act, to represent us in providing financial services; subject to the provisions of this Client Agreement and the applicable law;

1.1.5 "**BBBEE Act**" means the Broad-Based Black Economic Empowerment Act, 53 of 2003 and any regulations and codes of good practice published thereunder (including the Codes), as amended;

1.1.6 "**BEE**" means black economic empowerment;

1.1.7 "**BEE Legislation**" means each and all of –

1.1.7.1 the BBBEE Act;

- 1.1.7.2 any codes of good practice and/or any transformation charters issued under sections 9 and/or 12 of the BBBEE Act applicable to the MTN SA Group;
- 1.1.7.3 any communications sector legislation (including the EC Act) and any regulations published under such legislation and any License conditions made pursuant to such legislation from time to time, as applicable to the MTN SA Group; and
- 1.1.7.4 any other charter, law, condition of a material License, regulation or (mandatory or voluntary) practice pursuant to which ownership and/or control by Black People in the MTN SA Group is measured or a requirement relating thereto is imposed on it, or its rights, interests and/or obligations are affected thereby whether directly or through its customers;
- 1.1.8 “**BEE Scheme Documents**” means the Relationship Agreement and the MTN Zakhele MOI;
- 1.1.9 “**BEE Status**” means in relation to a Black Group, the Black Group’s percentage ownership and percentage economic interest 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, as measured under the BEE Legislation and, in relation to a natural person, whether or not that person qualifies as a Black Person;
- 1.1.10 “**BEE Verification**” means the process of verification of you by the BEE Verification Agent, in terms of which verification it is confirmed that –
- 1.1.10.1 you are an Eligible Shareholder;

- 1.1.10.2 you have been notified of the necessary restrictions, limitations and requirements applicable to the MTN Zakhele Shares from time to time as set out in the BEE Scheme Documents, and have agreed to be bound by the provisions thereof; and
- 1.1.10.3 you have accepted the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions and have signed all documents and contracts required in terms of the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions;
- 1.1.11 "**BEE Verification Agent**" means Velocity;
- 1.1.12 "**BEE Verification 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 process which can be contacted at the phone number: 083 123 6869;
- 1.1.13 "**BEE Verification Call Centre Agent**" means the person that helps you when you phone the BEE Verification Call Centre;
- 1.1.14 "**Best Industry Practice**" includes, in relation to an obligation, undertaking, activity or a service, the exercise of the degree of skill, speed, care, diligence, judgment, prudence and foresight and the use of practices, controls, systems, technologies and processes, which would be expected from a skilled, experienced and market leading service provider that is an expert in performing the same or similar obligation, undertaking, activity or service and utilising and applying skilled resources with the requisite level of expertise;
- 1.1.15 "**Black Company**" means a company incorporated in accordance with the laws of South Africa which is both a "BEE controlled company" and a "BEE owned company" (or comparable terms) as defined from time to time under the BEE Legislation, and a

reference to "company" shall include reference to a close corporation or such other incorporated entity;

1.1.16 **"Black Entity"** means –

1.1.16.1 a vesting trust;

1.1.16.2 a broad-based ownership scheme; and

1.1.16.3 an unincorporated entity or association, including a partnership, joint venture, syndicate or Stokvel,

in each case under clauses 1.1.16.1 to 1.1.16.3, as may be determined from time to time (generally or in relation to any particular Black Entity or category of Black Entities) by MTN in its sole discretion as an entity which qualifies under the BEE Legislation (and the Codes in particular) for recognition and measurement or ownership, economic interest and control by Black People such that the MTN SA Group may claim recognition of such ownership, economic interest and control under the BEE Legislation as being held by a majority of Black People;

1.1.17 **"Black Group"** means a Black Company or a Black Entity;

1.1.18 **"Black Participant"** means individually and collectively (as the context may dictate), Black People, Black Companies and Black Entities, who are eligible to directly and beneficially own MTN Zakhele Shares in terms of the provisions of the Relationship Agreement;

1.1.19 **"Black People"** or **"Black Person"** means "black people" (or comparable term) as defined from time to time under the BEE Legislation; provided that where the BEE Legislation contains more than one definition of "black people" (or comparable term) and such definitions are not the same, then the term "black people" shall

mean (and be restricted to) the class of persons who satisfy the relevant criteria in every such definition. By way of summary and without in any way being construed as an interpretation of the Codes), "Black People" are defined under the BBBEE Act read with Schedule 1 of the Codes, as being African, Coloured (including Chinese) or Indian persons who are natural persons and who: (a) are citizens of South Africa by birth or descent; or (b) are citizens of South Africa by naturalisation before the commencement date of the Constitution of South Africa, Act 200 of 1993 ("**Interim Constitution**") or (c) became citizens of South Africa after the commencement date of the Interim Constitution, but who, but for the apartheid policy that had been in place prior to that date, would have been entitled to acquire citizenship by naturalisation prior to that date;

1.1.20 "**BSTC**" means MTN or such committee/s or third party/ies or third party agent/s as MTN may nominate from time to time to consider and approve or decline any proposed transfer of MTN Zakhele Shares and accordingly, to regulate, or procure the regulation of, the registration of any such transfer of MTN Zakhele Shares (if for any reason, and for so long as, the BSTC is not or ceases to be constituted, the rights and obligations of the BSTC shall be fulfilled by MTN Zakhele);

1.1.21 "**Business Day**" means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa;

1.1.22 "**Change of Details Form**" means –

1.1.22.1 for a Black Person, the form called the "Change of Details Form (Black People)" that we require a Black Person to sign in accordance with clause 8.2; and

- 1.1.22.2 for a Black Group, the form called the “Change of Details Form (Black Groups)” that we require a Black Group to sign in accordance with clause 8.2;
- 1.1.23 “**Client Agreement**” means the agreement constituted by these Terms and Conditions, the Privacy Policy, the Risk Disclosure Statement and the Intermediary Disclosure Statement and accepted by you. For the avoidance of doubt, the this Client Agreement constitutes the "Trading Entity Mandate" as referred to in the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions;
- 1.1.24 “**Codes**” means the Codes of Good Practice on Broad Based Black Economic Empowerment issued by the Minister of Trade and Industry on 9 February 2007 in terms of section 9 of the BBEE Act;
- 1.1.25 “**Custody Entity**” means LIS, acting through its nominee, Pacific Custodians (Nominees) (RF) Proprietary Limited, registration number 2014/113298/07, a private company incorporated in accordance with the laws of South Africa and being a wholly-owned subsidiary of LIS;
- 1.1.26 “**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 MTN Zakhele Shares;
- 1.1.27 “**EC Act**” means the Electronic Communications Act, 36 of 2005, as amended;
- 1.1.28 “**Eligible Shareholder**” means –
- 1.1.28.1 any Black Participant who is accepted to become an MTN Zakhele Shareholder either –

- 1.1.28.1.1 by MTN, in MTN's (or its nominee's, delegatee's or agent's) sole discretion, and such acceptance is recorded in writing; or
- 1.1.28.1.2 pursuant to any decision made by the BSTC (or its nominee, delegatee or agent) in accordance with the Relationship Agreement (unless MTN determines otherwise on written notice to the BSTC in respect of such decision), and such acceptance by the BSTC is recorded in writing; and
- 1.1.28.2 such other persons as are permitted from time to time (and for the period so permitted) under the Relationship Agreement to hold MTN Zakhele Shares;
- 1.1.29 "**Event of Default**" means an event as contemplated under clause 30.1;
- 1.1.30 "**FAIS Act**" means the Financial Advisory and Intermediary Services Act, 37 of 2002, as amended;
- 1.1.31 "**FSB**" means the Financial Services Board, established by section 2 of the Financial Services Act, 97 of 1990, as amended;
- 1.1.32 "**FM Act**" means the Financial Markets Act, 19 of 2012, as amended;
- 1.1.33 "**Force Majeure Event**" means an event of fire, lightning, explosion, flood, hurricane, act of God, war, terrorism, civil disorder, epidemics, plagues, strikes; boycotts, and lock-outs of all kinds and go-slows (excluding boycotts, strikes, lock-outs and go-slows by or of the affected Party's own personnel), a telecommunications, network, power or equipment failure or damage, or power or water shortage, which is outside of the control of the affected Party or any other event beyond the control of the affected Party, provided in all

cases that the affected Party has taken all steps and precautions which could reasonably be expected for it to have taken in order to prevent such act or event occurring and in order to mitigate and minimise the effects of the event and furthermore that the affected Party is not at fault;

- 1.1.34 "**ICASA**" means 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, as amended;
- 1.1.35 "**Intellectual Property Rights**" means all patents, copyrights, trade secrets, trademarks, service marks, trade names and all other intellectual property rights;
- 1.1.36 "**Intermediary Disclosure Statement**" means a document containing important information about your financial services provider and general information about your rights and the financial services provider's duties in terms of the FAIS Code of Conduct. It also provides information about the process to resolve disputes with your financial services provider;
- 1.1.37 "**Investor Number**" means the unique number issued to you if you are a Black Group that is an Eligible Shareholder;
- 1.1.38 "**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;
- 1.1.39 "**JSE Member**" means an equities member, which is a category of Authorised User admitted to membership of the JSE;

- 1.1.40 "**Legal Capacity**" means the right and ability to enter into valid agreements, considering things like age, marriage status, mental status and financial status;
- 1.1.41 "**Licenses**" means any license or other form of regulatory right or permission issued or granted by or under any Public Authority, including telecommunications licenses issued pursuant to the EC Act;
- 1.1.42 "**LIS**" means Link Investor Services South Africa Proprietary Limited, registration number 2011/001308/07, a private company incorporated in accordance with the laws of South Africa;
- 1.1.43 "**Loss**" means any direct loss and direct damage (including legal fees on an attorney and own client scale), whatsoever and howsoever arising;
- 1.1.44 "**Minor**" means a Black Person who is younger than 18 years old;
- 1.1.45 "**MTN**" means MTN Group Limited, registration number 1994/009584/06, a public company incorporated in accordance with the laws of South Africa, whose ordinary shares are listed on the JSE;
- 1.1.46 "**MTN SA Group**" means each and all of (i) Mobile Telephone Networks (Proprietary) Limited, MTN Service Provider (Proprietary) Limited and MTN Business Solutions (Proprietary) Limited and each of its and their South African subsidiaries from time and (ii) any other South African operating subsidiary of any of MTN, Mobile Telephone Networks Holdings (Proprietary) Limited and/or MTN International (Proprietary) Limited designated in writing by MTN to MTN Zakhele from time to time;
- 1.1.47 "**MTN Zakhele**" means MTN Zakhele (RF) Limited, registration number 2010/004693/06, a public company incorporated in accordance with the laws of South Africa;

- 1.1.48 **“MTN Zakhele Facilitated Trading Process”** means the process of purchasing, selling, holding and/or transferring MTN Zakhele 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 this Client Agreement for the purposes of effecting transfers of your MTN Zakhele Shares through the JSE's trading processes, as contemplated in the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions;
- 1.1.49 **“MTN Zakhele Facilitated Trading Process Verification Terms and Conditions”** means the document titled "MTN Zakhele Facilitated Trading Process: Verification Requirements, Terms and Conditions", which records the terms, conditions, restrictions and limitations applicable to each Verified Shareholder who elects to purchase, sell, hold and/or transfer any MTN Zakhele Shares in terms of the MTN Zakhele Facilitated Trading Process, and which are acknowledged and accepted by such Verified Shareholder during the BEE Verification process;
- 1.1.50 **"MTN Zakhele MOI"** means the memorandum of incorporation of MTN Zakhele;
- 1.1.51 **“MTN Zakhele Shareholder”** means any person who is the beneficial and/or registered holder of MTN Zakhele Shares from time to time;
- 1.1.52 **“MTN Zakhele Shares”** means ordinary shares having a par value of R0.01 each in the issued share capital of MTN Zakhele;
- 1.1.53 **“Normal Trading Hours”** means official trading times set by the JSE from time to time;
- 1.1.54 **"Partial Transaction"** means a purchase or sale of some but not all of the MTN Zakhele Shares in an Order to Buy or Order to Sell;

- 1.1.55 **"Parties"** means us and you, and **"Party"** means either one of us, as applicable;
- 1.1.56 **"Password"** means the password you choose for using the Transaction Platform or, if you are a Black Group, the password that your Authorised Representative chooses for you;
- 1.1.57 **"Public Authority"** means –
- 1.1.57.1 the FSB;
- 1.1.57.2 ICASA;
- 1.1.57.3 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
- 1.1.57.4 any minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government or any state-owned enterprise in South Africa;
- 1.1.58 **"Rand"** or **"R"** means the South African rand, the official currency of South Africa;
- 1.1.59 **"Registration Process"** means, with regards to the MTN Zakhele Facilitated Trading Process, the process which you undertake in accordance with the provisions of this Client Agreement to register to use the Transaction Platform, and **"Register"** will have a similar meaning;

- 1.1.60 **"Relationship Agreement"** means the agreement entitled Amended and Restated Relationship Agreement concluded between MTN Zakhele and MTN on 29 September 2015, as amended or restated from time to time, and to which each MTN Zakhele Shareholder is or becomes a party, which agreement regulates, *inter alia*, the rights and obligations of these parties relating to the holding of MTN shares by MTN Zakhele and the holding of MTN Zakhele Shares by the MTN Zakhele Shareholders;
- 1.1.61 **"Risk Disclosure Statement"** means the document setting out general information in respect of the risks associated with utilising our financial products;
- 1.1.62 **"Securities Transfer Tax"** means the securities transfer tax levied in terms of Securities Transfer Tax Act, 25 of 2007, as amended, which is payable by the buyer when buying MTN Zakhele Shares. The Custody Entity deducts the Securities Transfer Tax from your Transaction Platform Account at the time of a purchase Transaction. Strate settlement processes facilitates the payment of Securities Transfer Tax for your purchase to the South African Revenue Service;
- 1.1.63 **"South Africa"** means the Republic of South Africa;
- 1.1.64 **"Stokvel"** means associations of two or more members who contribute funds to the association on a regular basis, the funds of which are paid, in whole or in part, to its members in accordance with its rules, whether on a rotational basis or upon the occurrence of an event or otherwise;
- 1.1.65 **"Strate"** means Strate Limited, registration number 1998/022242/07, a public company licensed as a central securities depository in terms of the FM Act;

- 1.1.66 **“Supporting Documents”** in relation to the BEE Verification process and the Change of Details process, all documents which we require you to provide. For details on such supporting documents, please refer to the relevant forms at the MTN Zakhele Shareholder Platform Website (www.mtnz.co.za) or the Transaction Platform Website (www.mtnz.tradedesk.co.za) or you may call the Call Centre (during Call Centre Hours) on 083 123 6869 and request that copies be sent to you.
- 1.1.67 **“Terms and Conditions”** means these terms and conditions, together with any Appendices hereto;
- 1.1.68 **“Trading Entity”** means Velocity;
- 1.1.69 **“Trading Section of the Transaction Platform”** means that section of the Transaction Platform owned and operated by the Trading Entity for the purposes of processing trading orders in respect of MTN Zakhele Shares;
- 1.1.70 **“Transaction”** means a contract of purchase and sale of MTN Zakhele Shares and **“Transact”** and **“Transacting”** shall have a corresponding meaning;
- 1.1.71 **“Transaction Fee”** means the Transaction Fee payable by you to the Custody Entity in terms of clause 26.1.1;
- 1.1.72 **“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 Verified Shareholders who have elected to participate in the MTN Zakhele Facilitated Trading Process, comprising the online Transaction Platform Website and the Transaction Platform Call Centre, and on which each such Verified Shareholder shall have a Transaction Platform Account;

- 1.1.73 **“Transaction Platform Account”** means the record the Custody Entity keeps of money received from you and paid to you or your activities and transactions on the Transaction Platform;
- 1.1.74 **“Transaction Platform Call Centre”** means the call centre established and operated by the Trading Entity for purposes of the MTN Zakhele Facilitated Trading Process and for the Transaction Platform which can be contacted at the phone number: 083 123 6869;
- 1.1.75 **“Transaction Platform Call Centre Agent”** means the person that helps you when you phone the Transaction Platform Call Centre;
- 1.1.76 **“Transaction Platform Services”** means the services which will be provided to you by us in respect of your use of the Transaction Platform as set out in this Client Agreement;
- 1.1.77 **“Transaction Platform Website”** means the online component of the Transaction Platform which is accessible through the URL: www.mtnz.tradedesk.co.za;
- 1.1.78 **“VAT”** means value added tax levied in terms of the Value-added Tax Act, 89 of 1991, as amended;
- 1.1.79 **“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;
- 1.1.80 **“Velocity Group”** means each and all of (i) Velocity, (ii) Velocity Trade Capital Proprietary Limited (iii) Velocity Trade International Limited and (iv) each of their subsidiaries and associates, including joint ventures where appropriate, from time to time;
- 1.1.81 **“Verified Shareholder”** means any Eligible Shareholder which MTN Zakhele (or its nominee, delegatee or agent) has notified has

successfully completed BEE Verification in respect of the MTN Zakhele Facilitated Trading Process, and whose BEE Verification status has not expired or been withdrawn in accordance with the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions or the Relationship Agreement.

- 1.2 Any reference to “we”, “us” or “our” shall refer to the Trading Entity.
- 1.3 Any reference to “you” and “your” shall refer to the Verified Shareholder who has accepted this Client Agreement.
- 1.4 The words "written" and "writing" include facsimile communications and electronic mail and any other means of communication resulting in a permanent visible reproduction.
- 1.5 The clause headings of this Client Agreement have been inserted for convenience only and shall not be taken into consideration in its interpretation.
- 1.6 Any references to the singular includes the plural and *vice versa* and any reference to natural persons includes legal persons and *vice versa* and reference to any gender includes reference to the other gender.
- 1.7 Any reference in this Client Agreement to a Party shall include a reference to that Party’s assigns expressly permitted under this Client Agreement and, if such Party is liquidated or sequestrated, be applicable also to and binding upon that Party’s liquidator or trustee, as the case may be.
- 1.8 A reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before, or after the date of this Client Agreement).

- 1.9 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Client Agreement.
- 1.10 The expiry or termination of this Client Agreement shall not affect such of the provisions of this Client Agreement as expressly provide that they will operate after any such expiry or termination or which of necessity must continue to have effect after such expiry or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.11 The words “include”, “including” and “in particular” shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s.
- 1.12 Terms other than those defined in these Terms and Conditions will be given their plain English meaning, and those terms, acronyms, and phrases generally known in the financial services industry will be interpreted in accordance with their generally known meanings.
- 1.13 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.14 If any period is referred to in this Client Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 1.15 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation thereof, shall not apply to this Client Agreement.

- 1.16 These Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of South Africa.
- 1.17 A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assignees.

PART 2 – OUR APPOINTMENT AND SERVICES

2 APPOINTMENT

- 2.1 By entering into this Client Agreement you appoint us to act as the Trading Entity to place orders to buy and/or sell MTN Zakhele Shares in accordance with this Client Agreement and to render the Transaction Platform Services set out herein.
- 2.2 As your Trading Entity we shall provide the Transaction Platform Services, which shall include and be limited to –
- 2.2.1 processing instructions made by you to place, amend or remove orders to buy and/or sell MTN Zakhele Shares;
 - 2.2.2 processing instructions to withdraw funds from your Transaction Platform Account;
 - 2.2.3 providing you with access to live, delayed and end-of-day market data in respect of the MTN Zakhele Shares on the Transaction Platform;
 - 2.2.4 reporting orders that have been filled in the market constituting a Transaction;
 - 2.2.5 providing you with access to details of your Transaction Platform Account such as the cash available for Transacting, the MTN Zakhele Shares available for Transacting, indicative portfolio value, history of Transactions and other such related information;

2.2.6 such other services specifically set out in this Client Agreement from time to time; and

2.2.7 such other services specifically agreed to between us from time to time,

all of which shall be provided via the Transaction Platform.

2.3 You hereby acknowledge and accept that we will appoint one or more Authorised Velocity Representatives to represent us in the performance of our obligations under this Client Agreement and delegate all or any of our powers in terms of this Client Agreement to such Authorised Velocity Representative.

2.4 You hereby acknowledge and accept that the minimum requirements to access the Trading Section of the Transaction Platform are:

2.4.1 you must have a working cell phone in order to receive OTP's otherwise we cannot provide you with a service from the Transaction Platform;

2.4.2 if you are choosing to access the Transaction Platform Website rather than the Transaction Platform Call Centre, you will need a device that has the capability to access the internet and browse;

2.4.3 your device needs to permit the following internet browsers: Internet Explorer version IE 10 (even though Internet Explorer 7, 8, 9 and later, are supported by the Transaction Platform Website, it is recommend that the latest version of this browser or any browser be used as this gives the user a better level of security and access to enhanced features such as auto resizing). If using browsers such a Google Chrome, Safari or Firefox you acknowledge that some features are not supported; and

- 2.4.4 a suggested connection is via a standard 3G (256mb) or ADSL (1mb) connection for maximum efficiency and to ensure minimisation of latency issues.
- 2.5 You acknowledge that in rendering the Transaction Platform Services set out herein we –
- 2.5.1 will at all times have a non-discretionary mandate; and
- 2.5.2 do not provide any advice, recommendation, opinion or guidance in relation to the conclusion of the Client Agreement or Transactions.
- 2.6 We undertake to render the Transaction Platform Services, maintain and operate the Transaction Platform and otherwise perform our obligations under this Client Agreement in accordance with Best Industry Practice.

3 LEGAL AND REGULATORY REQUIREMENTS

- 3.1 Notwithstanding any other provision of this Client Agreement, we may take any action we consider necessary or desirable in our absolute discretion to ensure compliance with all applicable laws.
- 3.2 We undertake to comply with all applicable laws including the terms and conditions of any authorisation granted under the FAIS Act and the FM Act.
- 3.3 You undertake to comply with all applicable laws.

PART 3 – USING THE TRANSACTION PLATFORM

4 REGISTRATION ON THE TRANSACTION PLATFORM

You can Register with us and the Custody Entity to use the Transaction Platform only after you have accepted the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions and all other required documents

for BEE Verification in respect of the MTN Zakhele Facilitated Trading Process.

4.1 **Black Persons**

4.1.1 Step 1: Agree to this Client Agreement and the Custody Entity Mandate

4.1.1.1 You must agree to this Client Agreement and the Custody Entity Mandate.

4.1.1.2 You can do this –

4.1.1.2.1 through the Transaction Platform by clicking on the checkbox next to the words “By ticking this box, I confirm that I have read, understand and agree to the Terms and Conditions, the Risk Disclosure Statement, the Intermediary Disclosure Statement and the Privacy Policy and the Custody Entity Mandate, when you are asked to do so; or

4.1.1.2.2 through the Transaction Platform Call Centre by confirming to the Transaction Platform Call Centre Agent over the phone that you have read, understand and agree to the Terms and Conditions, the Risk Disclosure Statement, the Intermediary Disclosure Statement, our Privacy Policy and the Custody Entity Mandate.

4.1.1.3 You further accept that all Transaction Platform Services are governed by the Client Agreement.

4.1.2 Step 2: Check your details.

4.1.2.1 Your details will be displayed on the Transaction Platform Website screen or the Transaction Platform Call Centre Agent

will give your details to you over the phone. Check your details and make sure they are correct.

4.1.2.2 If your details are wrong or incomplete, you must click on "These details are incorrect!" or inform the Transaction Platform Call Centre Agent. You will need to complete a Change of Details Form for changes, corrections or additions to any of your details.

4.1.3 Step 3: Set up your password

4.1.3.1 After you have checked your details, you must then choose from a list of security questions and give us the answer to the one you chose. You can then set up your Password. **Note that you can only set up the Password on the Transaction Platform Website and not through the Transaction Platform Call Centre.**

4.1.3.2 There may be rules for Passwords (for example, how long they must be and the kinds of letters, numbers and symbols you must use). These will be displayed on the Transaction Platform Website when you set up your Password.

4.1.3.3 Make sure that you do not allow anyone to see or get your Password, to avoid any one else Transacting on the Transaction Platform under your name, without your permission.

4.2 Black Groups

4.2.1 Step 1: Agree to this Client Agreement and the Custody Entity Mandate

4.2.1.1 You must agree to this Client Agreement and the Custody Entity Mandate. You must do this by completing and submitting

the Verification Form (Black Groups) in accordance with the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions.

4.2.1.2 You further accept that all Transaction Platform Services are governed by the Client Agreement.

4.2.2 Step 2: Check your details

4.2.2.1 After your Authorised Representative has received confirmation that the BEE Verification process is complete the Authorised Representative can access the Transaction Platform Website at www.mtnz.tradedesk.co.za or the Transaction Platform Call Centre on 083 123 6869. After providing the necessary security information your details will be displayed on the Transaction Platform Website or the Transaction Platform Call Centre Agent will give your details to you over the phone.

4.2.2.2 You must check your details and make sure they are correct and complete. If your details are wrong or incomplete, the Authorised Representative must click on "These details are incorrect!" or inform the Transaction Platform Call Centre Agent. The Authorised Representative will need to complete a Change of Details Form for changes, corrections or additions to any of your details.

4.2.3 Step 3: Set up your Password

4.2.3.1 After the Authorised Representative confirms your details are correct, they must then choose from a list of security questions and give us the answer to the one they choose.

4.2.3.2 The Authorised Representative can then set up your Password. **The Authorised Representative can only set up**

the Password on the Transaction Platform Website and not through the Transaction Platform Call Centre.

4.2.3.3 There may be rules for Passwords (for example, how long they must be and the kinds of letters, numbers and symbols you must use). These rules will be reflected on the Transaction Platform Website when the Password is being set up.

4.2.3.4 Make sure that you and the Authorised Representative do not allow anyone to see or get your Investor Number, the Authorised Representative's identity number or the Password, to avoid any one else using the Transaction Platform under your name, without your permission.

5 AUTHORISED REPRESENTATIVES

5.1 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 use the Transaction Platform for you.

5.2 Your Authorised Representative's instructions

5.2.1 Only the Authorised Representative will be able to access the Trading Section of the Transaction Platform on behalf of the Black Group, or give us instructions on behalf of the Black Group.

5.2.2 If the Black Group changes its Authorised Representative, the old Authorised Representative will not be able to act for the Black Group on the Trading Section of the Transaction Platform anymore.

5.2.3 You give us permission to carry out instructions given by your Authorised Representative. We will treat instructions given by your

Authorised Representative as if they are instructions given by you.
You are responsible for what your Authorised Representative does.

6 JSE MARKET DATA

You acknowledge that it is a requirement of the JSE that we inform the JSE whether you are enabled to view “Market Information” (as defined in clause 10.1) for MTN Zakhele Shares listed on the JSE.

7 MINORS AND PERSONS WITHOUT LEGAL CAPACITY

7.1 Your parent or guardian acts for you

If you are a Minor –

- 7.1.1 your parent or guardian must use the Transaction Platform for you;
- 7.1.2 your parent or guardian will be required to Register for you and complete the Registration Process that we have for Minors;
- 7.1.3 your parent or guardian must phone the Transaction Platform Call Centre and a Transaction Platform Call Centre Agent will tell your parent or guardian what information we need and the Registration Process to follow before they can use the Transaction Platform for you;
- 7.1.4 only your parent or guardian will be able to access the Trading Section of the Transaction Platform on your behalf, in particular to give us instructions on your behalf; and
- 7.1.5 in this Client Agreement and the Change of Details Form, when we refer to 'you' or 'your' or 'yourself' or 'I', this means both you, the Minor and also the parent or guardian that uses the Transaction Platform on your behalf or that signs any Change of Details Form on your behalf, but 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.

7.2 **When you turn 18**

When you turn 18 years old, your parent and guardian will no longer be able to use the Transaction Platform for you. You will need to call the Transaction Platform Call Centre and follow our instructions before you can start using the Transaction Platform.

7.3 **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 Transaction Platform Call Centre.

8 **CHANGING, CORRECTING AND COMPLETING DETAILS**

8.1 **New, incorrect and incomplete details**

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

8.2 **Change of Details Form**

8.2.1 You must properly complete and give us a Change of Details Form and give us the Supporting Documents that we may ask for. The Supporting Documents we need will depend on the details that you are changing.

8.2.2 You can get this Change of Details Form and the list of Supporting Documents that we will need, from the Transaction Platform Website or you can phone the Transaction Platform Call Centre and we will send it to you.

8.2.3 After we have received and checked the Change of Details Form and the Supporting Documents we have asked for, we will send confirmation by SMS to you or, in the case of a Black Group, to your Authorised Representative.

8.3 **Suspending or stopping use of the Transaction Platform**

8.3.1 We will stop or suspend your use of the Transaction Platform at any time should we be required by MTN Zakhele or MTN to do so.

8.3.2 We can stop or suspend your use of the Transaction Platform if we reasonably think that your details have changed, that your details are incomplete or incorrect or we are required to by law. If this happens, you must properly complete and give us the Change of Details Form and Supporting Documents we ask for.

8.3.3 We can stop or suspend your use of the Transaction Platform if the BEE Verification Agent, MTN Zakhele or MTN notifies us that you no longer qualify to as an Eligible Shareholder or a Verified Shareholder. We can only reinstate your access to the Transaction Platform once the BEE Verification Agent, MTN Zakhele or MTN notifies us that you are an Eligible Shareholder or a Verified Shareholder.

8.3.4 We may allow you to continue to use the Transaction Platform and to Register on the Transaction Platform, after we have received and checked the Change of Details Form and the required Supporting Documents. We will send confirmation by SMS to you or, in the case of a Black Group, to your Authorised Representative. This may take a few days.

9 USING THE TRANSACTION PLATFORM

9.1 **Use of the Transaction Platform**

You agree to access and use the Transaction Platform in accordance with, and solely for the purposes set out in this Client Agreement.

9.2 **Unavailability of the Transaction Platform Website**

9.2.1 Where, for any reason, you are unable to access and use the Transaction Platform Website, you may use the Transaction Platform Call Centre to access the Transaction Platform.

9.2.2 We will, where possible, provide you with timely notice, in writing, of any unavoidable delay in the performance of the rectification of the Transaction Platform Website and will advise you of other means of Transacting, if applicable.

9.3 **Acknowledgments and agreements**

You –

9.3.1 acknowledge and agree that the Transaction Platform is provided on an “as is” basis;

9.3.2 acknowledge and agree that there are significant risks associated with using and relying on the Transaction Platform, including risks related to the use of software and/or telecommunications systems, such as software errors and bugs, delays in telecommunications systems, interrupted service, data supply errors, faults or inaccuracies and security breaches;

9.3.3 acknowledge and agree that you have no recourse against us, save in respect of our gross negligence and wilful default or that of the Licensor, in relation to your use or the availability of the Transaction Platform; and

9.3.4 acknowledge and agree that, as the Transaction Platform and the Transaction Platform Services are provided to you by us, you have

no recourse whatsoever against MTN Zakhele or MTN in relation to your use or availability of the Transaction Platform. The provisions of this clause 9.3.4 constitute a *stipulatio alteri* in favour of MTN Zakhele and MTN which may be accepted by any of them at any time without notice.

9.4 **Support and maintenance of Transaction Platform**

9.4.1 We will –

9.4.1.1 inform you of any difficulties that we experience in relation to use of or access to the Transaction Platform; and

9.4.1.2 take any action in relation to those difficulties.

9.5 **Your obligation to provide information**

You –

9.5.1 must maintain, for the duration of this Client Agreement, and for a period of 3 years thereafter, accounting and computer records that enable us to determine your compliance with this Client Agreement; and

9.5.2 must permit us to audit your access to and use of the Transaction Platform (including your records in this regard).

9.6 **Restrictions on use of Transaction Platform**

9.6.1 You agree that you will not –

9.6.1.1 access or use the Transaction Platform for any purpose other than to access the Transaction Platform Services;

9.6.1.2 use, copy, merge, make derivative works of or transfer copies of any software;

- 9.6.1.3 use or disclose to any third party any information obtained through or from the Transaction Platform other than for the purposes expressly set out in this Client Agreement;
- 9.6.1.4 allow any access to or use of the Transaction Platform by any third party, except an Authorised Representative of a Black Group;
- 9.6.1.5 reverse engineer, disassemble or decompile any software;
- 9.6.1.6 copy any manuals related to the Transaction Platform;
- 9.6.1.7 remove any statutory copyright notice, or other notice included in the Transaction Platform or software or on any medium containing that software;
- 9.6.1.8 transmit or receive using the Transaction Platform (or cause to transmit or receive) any information or material which is pornographic, obscene, abusive, profane, offensive, misleading, deceptive, disparaging or defamatory; or
- 9.6.1.9 use the Transaction Platform after the expiry, termination or cancellation of this Client Agreement.

10 PROVISION OF MARKET INFORMATION

- 10.1 You acknowledge and agree that the market data (such as delayed, live and end-of-day pricing) and other purely factual information (collectively "**Market Information**") displayed on the Transaction Platform will be limited to the MTN Zakhele Shares. We are under no obligation to provide you with any further Market Information in respect of any other securities, transactions or opportunities.
- 10.2 You acknowledge and agree that, where the Transaction Platform displays Market Information, –

- 10.2.1 we do not endorse or approve the Market Information and make it available to you only as a service and convenience;
- 10.2.2 we do not guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information;
- 10.2.3 we do not warrant any results from your use or reliance on the Market Information;
- 10.2.4 we are not obligated to update any information or opinions contained in any Market Information;
- 10.2.5 we may discontinue offering Market Information at any time;
- 10.2.6 we will not be liable in any way for the termination, interruption, delay or inaccuracy of any Market Information; and
- 10.2.7 you will not redistribute or facilitate the redistribution of Market Information to any third party.

PART 4 – SECURITY

11 KEEPING YOUR TRANSACTION PLATFORM ACCOUNT SECURE

11.1 Security information

- 11.1.1 Your Transaction Platform Account is the record of your activities and transactions on the Transaction Platform. You can get details of your Transaction Platform Account through the Transaction Platform Call Centre or when you log-in to the Transaction Platform Website.
- 11.1.2 We use different security measures to ensure that only you or your Authorised Representative (in the case of a Black Group) can use your Transaction Platform Account. This includes asking you to choose a security answer and a Password (if you use the

Transaction Platform Website) when you Register to use the Transaction Platform.

11.1.3 When you log-in to the Transaction Platform Website or phone the Transaction Platform Call Centre to give us instructions, we also send you a one-time pin that you must enter on the Transaction Platform Website or give to the Transaction Platform Call Centre Agent. We can refuse to let you use the Transaction Platform Call Centre if you do not give us the correct one-time pin that we send you.

11.1.4 Your "**Security Information**" is made up of your answer to your security question, your Password, the one-time pin we send you and:

11.1.4.1 your identity number if you are a Black Person;

11.1.4.2 your Investor Number and the identity number of your Authorised Representative if you are a Black Group; or

11.1.4.3 if you are a Minor, your identity number and your guardian's or parent's identity number and cell phone number.

11.2 **Your security answer**

11.2.1 When you Register to use the Transaction Platform, you must choose one of six available security questions to answer.

11.2.2 Each time you use the Transaction Platform Call Centre, after you have set your security answer, we will ask you for the answer to your security question. If you do not give us the right security answer, we may refuse to carry out your instructions.

11.3 **Using your Password**

You must only use your Password when we ask you on the Transaction Platform Website. Never tell anybody what your Password is and never give your Password to the Transaction Platform Call Centre or to a Transaction Platform Call Centre Agent. The Transaction Platform Call Centre Agent is not permitted to request your Password.

11.4 **Using your other Security Information**

You will need your Security Information each time you or your Authorised Representative –

11.4.1 call the Transaction Platform Call Centre, provided that you must never give your Password to the Transaction Platform Call Centre or to a Transaction Platform Call Centre Agent; or

11.4.2 use the Transaction Platform Website.

11.5 **Keep your Security Information secret**

11.5.1 Do not give anyone your Security Information. Keep your Security Information in a safe place and keep the Security Information a secret, to avoid your Transaction Platform Account being used without your permission.

11.5.2 If you think that someone else has got any of your Security Information or you think that any of your Security Information has been lost or stolen, you must immediately call the Transaction Platform Call Centre and ask them to lock your Transaction Platform Account. You must then follow the steps explained by the Transaction Platform Call Centre Agent or set out on the Transaction Platform Website.

11.6 **Lost, stolen or changed phone or SIM Card**

- 11.6.1 You must keep your phone and SIM Card safe. If your phone or SIM Card is changed, given to somebody else or is stolen or lost, then you must immediately call the Transaction Platform Call Centre and ask them to lock your Transaction Platform Account.
- 11.6.2 If you are a Black Group, your Authorised Representative must keep their phone and SIM card safe. If the phone or SIM card of the Authorised Representative has changed, is given to somebody else or is stolen or lost, then the Authorised Representative must immediately call the Transaction Platform Call Centre and ask them to lock your Transaction Platform Account.
- 11.6.3 You must follow the steps explained by the Transaction Platform Call Centre Agent or set out on the Transaction Platform Website. You must also complete and send us a Change of Details Form with all the Supporting Documents we may request.

11.7 **How to get a new Password**

You can get a new Password by contacting the Transaction Platform Call Centre and following the instructions that the Transaction Platform Call Centre Agent gives you, or in the way described on the Transaction Platform Website.

11.8 **Our responsibilities**

- 11.8.1 We must check that any person who gives us instructions on your Transaction Platform Account uses the correct Security Information for your Transaction Platform Account, except when you contact us through the Transaction Platform Call Centre, in which case we will not ask for the Password.

- 11.8.2 If these are correct, we may accept instructions from that person.

11.9 **Changes to Security Information**

If we determine that the security surrounding the Transaction Platform or the security or confidentiality of your Security Information is or has been breached, we may terminate, revoke, suspend, modify or change any or all of the Security Information at any time with or without prior notice.

11.10 **Securing your operating environment**

You are responsible for ensuring the adequacy of the operating environment and the security of the environment, both physical and electronic, of your access to and use of the Transaction Platform, including –

- 11.10.1 maintaining appropriate security measures to prevent unauthorised access to, use of or damage to the Transaction Platform and any information systems accessible through the Transaction Platform; and
- 11.10.2 complying with all reasonable operational and security procedures notified by us from time to time and to inform us immediately of any breach of security.

12 VIRUSES AND OTHER HARMFUL FEATURES OR CONTENT

We will take reasonable steps to keep the Transaction Platform free of viruses and other harmful features and content. We do not promise that we will always be able to achieve this.

13 RECORDING

You acknowledge and agree that we may –

- 13.1 record all telephone conversations between us; and
- 13.2 submit the recording, or a transcript from the recording, as evidence to any court or in any proceeding for the purpose of establishing any matters pertinent to this Client Agreement or any Transaction.

PART 5 – BUYING AND SELLING MTN ZAKHELE SHARES

14 INTERPRETATION

For purposes of this Part 5, unless the contrary is indicated –

- 14.1 "**BEE Compliant Persons**" has the meaning given to this term in the JSE Listings Requirements;
- 14.2 "**BEE Listing**" means the admission to listing of the MTN Zakhele Shares as BEE Securities on the BEE Segment;
- 14.3 "**BEE Listing Period**" means the period commencing on the date upon which the BEE Listing takes place and ending on the earlier of:
- 14.3.1 the last day of the Empowerment Compliance Period; or
- 14.3.2 the date on which the BEE Listing terminates for any reason;
- 14.4 "**BEE Securities**" has the meaning given to this term in the JSE Listings Requirements;
- 14.5 "**BEE Segment**" means a segment of the JSE's main board where an issuer may list its BEE Securities and where trading in such BEE Securities is restricted to BEE Compliant Persons;
- 14.6 "**Call Event**" has the meaning given to this term in the Relationship Agreement;
- 14.7 "**Custody Entity Bank Account**" means the bank account used by the Custody Entity to receive payments from you and make payments to you;
- 14.8 "**Empowerment Compliance Period**" means a period of six years commencing on 24 November 2010 and ending at 23:59:59 on 24 November 2016;

- 14.9 **"Encumbrance"**, in relation to any property, includes any pledge, security cession, charge, hypothecation, lien, subordination, mortgage, option over, right of retention or any other encumbrance whatsoever, or any form of hedging or similar derivative instrument of any nature whatsoever of or over or in respect of that property or class of property (or any part or proceeds thereof), or any lending of that property, and, the words **"Encumber"**, **"Encumbered"** and **"Encumbering"** shall have corresponding meanings;
- 14.10 **"Order to Buy"** means an offer made by a buyer through the Transaction Platform to buy MTN Zakhele Shares;
- 14.11 **"Order to Sell"** means an offer made by a seller through the Transaction Platform to sell MTN Zakhele Shares;
- 14.12 **"Partial Sale"** means a sale of some but not all of the MTN Zakhele Shares in an Order to Buy or Order to Sell;
- 14.13 **"Transaction Platform Call Centre Hours"** means the time from 9h00 to 17h00 on a Business Day, or any extended time period that we decide; and
- 14.14 **"Your Bank Account"** means the bank account where you will receive the payments from the Custody Entity.

15 WHERE TO BUY AND SELL MTN ZAKHELE SHARES

You can place Orders to Sell and Orders to Buy during Normal Trading Hours by using either the Transaction Platform Website or the Transaction Platform Call Centre. You will still be able to contact the Transaction Platform Call Centre during Transaction Platform Call Centre Hours that are not Normal Trading Hours, but you will not be able place Orders to Sell or Orders to Buy if it is not Normal Trading Hours.

16 HOW TO MAKE AN ORDER TO BUY

16.1 Make sure you have enough money in your Transaction Platform Account

16.1.1 Before you can place an Order to Buy, you must make sure that you have enough money allocated to your Transaction Platform Account to pay for –

16.1.1.1 MTN Zakhele Shares;

16.1.1.2 the Transaction Fees;

16.1.1.3 VAT on the Transaction Fees; and

16.1.1.4 Securities Transfer Tax.

16.1.2 You also cannot place an Order to Buy, or have an open Order to Buy after a Partial Transaction has settled, if you do not have enough money allocated to your Transaction Platform Account to pay the purchase prices and Transaction Fee and taxes for all of your Orders (includes open Order after a Partial Transaction) to Buy which have not yet resulted in a Transaction.

16.1.3 If you do not have enough money allocated to your Transaction Platform Account, you must deposit the money needed to buy the MTN Zakhele Shares into the Custody Entity Bank Account in accordance with the Custody Entity Mandate.

16.1.4 You acknowledge and agree that, if after the market has closed and we have allocated the minimum Transaction Fee to your Transaction Platform Account in terms of clause 26.2 of this Client Agreement and there are insufficient funds to settle the remaining portion of your open Order to Buy, then we are entitled to cancel the remainder of your Order to Buy so that your Transaction Platform

Account cash balance does not become negative. We will notify you of this cancellation via SMS, email and or phone.

16.2 **Place an Order to Buy**

If you have enough money allocated to your Transaction Platform Account, you can place your Order to Buy through the Transaction Platform Website or Transaction Platform Call Centre during Normal Trading Hours.

16.3 **Limits to the size of your Order to Buy**

You must buy at least 20 MTN Zakhele Shares in an Order to Buy.

17 HOW TO MAKE AN ORDER TO SELL

17.1 **Place an Order to Sell**

You can place an Order to Sell through the Transaction Platform Website or through the Transaction Platform Call Centre during Normal Trading Hours.

17.2 **Limits to the size of your Order to Sell**

The minimum number of MTN Zakhele Shares that you may ask to sell in an Order to Sell is 20 MTN Zakhele Shares, unless you own less than 20 MTN Zakhele Shares, in which case you will be allowed to sell a smaller number of MTN Zakhele Shares. There is no maximum limit to how many of your MTN Zakhele Shares you can ask to sell in an Order to Sell.

18 SELLERS WHO TRADE MTN ZAKHELE SHARES IN THE ORDINARY COURSE OF BUSINESS

Any seller who uses the Transaction Platform to Transact in MTN Zakhele Shares in the ordinary course of business –

- 18.1.1 accepts all responsibility to comply with the law, including the Consumer Protection Act, 68 of 2008, as amended, towards the buyers of such MTN Zakhele Shares and accepts that we do not share this responsibility;
- 18.1.2 accepts that you cannot have an open Order to Sell after a Partial Transaction has settled, if the proceeds from the sale will not fund the Transaction Fee and taxes applicable to that Transaction;
- 18.1.3 accepts that If after the market has closed and we have allocated the minimum Transaction Fee to your Transaction Platform Account in terms of clause 26.2 of this Client Agreement and there are insufficient funds to pay Transaction Fees and taxes of the remaining portion of your open Order to Sell, then we are entitled to cancel the remainder of your Order to Sell so that your Transaction Platform Account cash balance does not become negative. We will notify you of this cancellation via SMS, email and or phone;
- 18.1.4 cannot rely on us to help them comply with the law;
- 18.1.5 agrees that, as far as the law allows, we may recover from the seller any loss or damages we may suffer because of any claim from buyers; and
- 18.1.6 agrees that we may suspend all Transactions made by the seller and suspend the seller's use of the Transaction Platform without notice if we are legally required to do so.

19 VALIDITY, CHANGES AND CANCELLING ORDERS

19.1 How long Orders to Buy and Orders to Sell stay open

- 19.1.1 Unless you give a shorter period of time when you place an Order to Buy or an Order to Sell, all Orders to Buy and Orders to Sell are valid for 10 calendar days from the time that you confirm your Order

(“**the Validity Period**”). The Validity Period ends at the end of Normal Trading Hours on the last day of the Validity Period. If the last day of the Validity Period is not a Business Day, then the Validity Period will end at the end of Normal Trading Hours on the last Business Day in the Validity Period.

19.1.2 If you want the Validity Period to be shorter or longer, you must give a shorter or longer period at the time that you are placing the Order to Buy or Order to Sell. You cannot make the Validity Period longer than 90 calendar days. When the Validity Period ends, the Order to Buy or Order to Sell ends.

19.1.3 We will send you a notice through SMS to let you know if your Order to Buy or Order to Sell has ended. If you are a Black Group, this notice will be sent by SMS to your Authorised Representative.

19.2 **Changing Orders to Buy or Orders to Sell**

You cannot change an Order to Buy or an Order to Sell that you have placed. If you are not happy with an Order to Buy or Order to Sell that you have placed, you must cancel it before a Transaction occurs.

19.3 **Cancelling an Order to Buy or Order to Sell**

You must do a cancellation before a Transaction occurs. As long as it is before a Transaction occurs, you can cancel an Order to Buy or Order to Sell that you have placed. You can cancel an Order to Buy or an Order to Sell:

19.3.1 on the Transaction Platform Website during Normal Trading Hours;
or

19.3.2 by contacting the Transaction Platform Call Centre during Normal Trading Hours.

20 IMPLEMENTATION OF TRANSACTIONS

It is recorded that the settlement of a Transaction which occurs pursuant to an Order to Buy or Order to Sell shall be governed by the Custody Entity Mandate.

21 THE BSTC

- 21.1 The BSTC has been set up under the BEE Scheme Documents. It monitors the buying and selling of MTN Zakhele Shares and has rights and powers as allowed under the BEE Scheme Documents.
- 21.2 We are obliged to follow the directions of the BSTC issued in respect of any Transactions, Orders to Buy or Orders to Sell and our services rendered to you will be limited accordingly.

22 CALL OPTION IN FAVOUR OF MTN AND OBLIGATION TO TRANSFER MTN ZAKHELE SHARES PURSUANT THERETO

- 22.1 In terms of the Relationship Agreement, a Call Event will arise upon the occurrence of certain specified circumstances or events. If such a Call Event occurs in respect of you, and for so long as it continues, MTN may (but is not obliged to) give written notice to you and us stating that such Call Event has occurred ("**Call Option Notice**"), which notice will require you to sell to MTN or such person as MTN may designate or nominate (the "**Call Event Transferee**") all of your MTN Zakhele Shares or such number thereof as MTN in its discretion may elect (the "**Call Shares**"). The Call Option Notice will specify the terms and conditions of such sale as regulated by the provisions of the Relationship Agreement (including, without limitation, the identity of the Call Event Transferee, the relevant purchase price in respect of such sale and the date upon which such sale shall take effect). You have agreed in terms of the Relationship Agreement that in such circumstances, you must sell the Call Shares to the Call Event Transferee upon the specified terms and conditions.

22.2 We acknowledge and accept that we shall be bound, to the extent applicable, upon receipt of a Call Option Notice from MTN to act in accordance with any instructions therein to give effect to the sale of the Call Option Shares to the Call Event Transferee. In addition, you are obliged, upon receipt of the Call Option Notice from MTN, to instruct us to effect transfer of the Call Shares out of the account in the name of the Custody Entity into an account in the name of the Call Option Transferee.

22.3 You hereby irrevocably and unconditionally instruct us to act in accordance with the terms and conditions of the Call Option Notice, and further agree that notwithstanding any provision to the contrary, we shall, notwithstanding that the Call Option Notice is issued by MTN, deem the Call Option Notice to constitute such an instruction by you in accordance with the terms and conditions set out therein. We hereby acknowledge and agree that such instruction by MTN in the Call Option Notice shall be deemed to constitute an instruction by you as contemplated under this clause 22.

23 ENCUMBRANCES

23.1 You acknowledge that you may not, at any time during the BEE Listing Period, Encumber your MTN Zakhele Shares or permit your MTN Zakhele Shares to be Encumbered.

23.2 We may not, at any time during the BEE Listing Period, grant, acknowledge, accept or record, in whatsoever form, any Encumbrance over or in respect of your MTN Zakhele Shares (or give any instruction with a view to achieving any of the foregoing).

24 TRANSACTIONS THAT CANNOT HAPPEN ON THE TRANSACTION PLATFORM

Some transfers of MTN Zakhele Shares from an MTN Zakhele Shareholder to someone else cannot happen on the Transaction Platform. These include

transfers from deceased estates, transfers as a result of divorce and donations or Transactions that are not reported through an Authorised User.

25 TRANSFERRING RIGHTS IN MTN ZAKHELE SHARES TO OTHERS

When you agree to this Client Agreement, you warrant that –

- 25.1 you are the beneficial owner of the MTN Zakhele Shares that you sell or try to sell by means of an Order to Sell;
- 25.2 nobody else has any rights to or over your MTN Zakhele Shares;
- 25.3 you are not holding the MTN Zakhele Shares for somebody else; and
- 25.4 you will not try to sell MTN Zakhele Shares belonging to someone else.

PART 6 – FEES

26 FEES AND TAXES

26.1 Fees and taxes you must pay

There are fees and taxes for using the Transaction Platform. You will only be charged a fee once the Transaction has occurred. The fees and taxes which you are liable to pay are the following:

26.1.1 Transaction Fee

- 26.1.1.1 You must pay a Transaction Fee to the Custody Entity. The Transaction Fee paid covers both our and the Custody Entity's costs for the Transaction. The Transaction Fee which you must pay will be the higher of R150 per day (ie R150 per Transactions for that day) or 0.75% of the value of the Transaction.

26.1.1.2 The Transaction Fee is deducted from your Transaction Platform Account each time your Order to Buy or Order to Sell results in a Transaction.

26.1.1.3 These are the only fees for the Transaction, and the Transaction Fee covers all other costs related to this Transaction (including Strate settlement fees, the FSB levy, JSE Member transaction fees and bank costs for payment of settlement proceeds if you have chosen to be paid out on settlement date after your order results in a Transaction).

26.1.1.4 Examples of how Transaction Fees and taxes are calculated can be seen at Appendix A to this Client Agreement.

26.2 **Fees for Partial Transactions**

26.2.1 During Normal Trading Hours the Transaction Fee deducted from your account for each Partial Transaction is 0.75% multiplied by the value of the Transaction. If the total Transaction Fee deducted from your Transaction Platform Account during the day for a Partial Transaction is less than R150 then the difference between this total and R150 will be deducted from your Transaction Account after Normal Trading Hours.

26.2.2 If only part of the Order to Buy or Order to Sell is cancelled or ends, we still charge the Transaction Fee and taxes on the part of the Order to Buy and the Order to Sell that results in a Transaction.

26.2.3 If you cancel your remaining open Order after a Partial Transaction on any following day and there have been no Transactions for this open Order you will not be charged a fee.

26.2.4 VAT

Both the buyer and the seller must also pay VAT on the Transaction Fee only. VAT is not payable on Securities Transfer Tax. VAT is currently calculated at 14% of the Transaction Fee. This percentage is set by government and may change. VAT is deducted from your Transaction Platform Account at the time the Transaction occurs either during the day or if the remainder of the minimum Transaction Fee is applied after the JSE closes in terms of clause 26.2 above.

26.2.5 Securities Transfer Tax

The buyer must also pay an extra tax to the government called Securities Transfer Tax on the transfer of MTN Zakhele Shares. This is currently calculated at 0,25% of the value of the Transaction. This percentage is set by government and may change. The Custody Entity deducts the Securities Transfer Tax from your Transaction Platform Account at the time the Transaction occurs. The Custody Entity pays the Securities Transfer Tax as part of settlement obligations for Strate settlement processes which process facilitates your compliance with your obligations to the South African Revenue Services in this regard. You have no obligations to ensure that your Securities Transfer Tax is paid on any purchase as this is collectively the responsibility of the Custody Entity, Strate and the relevant JSE member.

26.3 **Fees if Orders to Buy or Orders to Sell are cancelled or end**

We do not charge any Transaction Fees if the full Order to Buy or a full Order to Sell is cancelled before a Transaction occurs or if it expires.

26.4 **When the Transaction Fees can increase**

26.4.1 We may increase the Transaction Fees at any time. When we do, we will give notice to you. Transaction Fees will not go up by more

than the average percentage increase of the Consumer Price Index ("**CPI**") in the 12 months before the fee increase date. We use the CPI (or any replacement index) published by Statistics South Africa (or any replacement body). If we increase the fees by more than this, then clause 28 will apply.

26.4.2 Increases to the Transaction Fees do not apply retrospectively to Transactions. Each time you make a new Order to Buy or Order to Sell, we will inform you of the Transaction Fees and taxes that apply before you confirm the Transaction.

26.5 **We do not give refunds when a Transaction has happened**

We do not give any refunds for Transaction Fees, taxes and costs for Transactions that have settled.

26.6 **Transaction Platform Account Information**

You can access details of your Transactions and activity on your Transaction Platform Account on the Transaction Platform Website or through the Transaction Platform Call Centre.

27 SHARING OF COMMISSIONS, FEES AND CHARGES

27.1 You acknowledge and agree that we may share commissions, fees and charges with any entity within the Velocity Group or other third parties or receive remuneration from them in respect of Transactions.

27.2 Details of these commissions, fees, charges, remuneration or sharing arrangements will be disclosed in accordance with any requirements of any applicable law.

PART 7 – CHANGES, SUSPENSION AND TERMINATION

28 CHANGES TO THE THESE TERMS AND CONDITIONS

28.1 We may make changes

We may make changes to this Client Agreement at any time. We will let you know what the changes are at least 10 Business Days before they apply. We will let you know of the changes in a shorter time period if –

- 28.1.1 we are required to do so in terms of any applicable law;
- 28.1.2 we are required to do so by any Public Authority; or
- 28.1.3 it is reasonable to give you less than 10 Business Days' notice.

28.2 Agree to the changes before they apply

- 28.2.1 If we make changes to this Client Agreement, you may choose to either agree to the changes before they apply or to end your use of the Transaction Platform.
- 28.2.2 If you choose to end your use of the Transaction Platform, any Orders to Buy or Orders to Sell that have not resulted in a Transaction are automatically cancelled. You must follow the steps in clause 19 in this regard.
- 28.2.3 If you do not agree to the changes to this Client Agreement before the changes apply, we may suspend your use of the Transaction Platform.
- 28.2.4 Until you have agreed to the changes to this Client Agreement, each time you log in to the Transaction Platform Website or contact the Transaction Platform Call Centre, we will give you a chance to agree to the changes.

28.3 **If the changes do not relate to a Transaction**

If the changes we make to this Client Agreement do not relate to Transactions, we will still process Orders to Buy and Orders to Sell that you made before we made the changes. But we will not do this if the law or the Public Authority does not allow it.

28.4 **If the changes relate to Transactions**

If the changes we make to this Client Agreement relate to Transactions or the law requires it, all existing Orders to Buy and Orders to Sell will be temporarily suspended until you agree to the changes. You will also not be able to place any new Orders to Buy or Orders to Sell until you agree to the changes. This will apply from the date that the changes come into place.

29 SUSPENDING THE TRANSACTION PLATFORM

29.1 **Suspension because of a dispute or illegal activity**

We may temporarily suspend part or all of your use of the Transaction Platform, any Transactions, your Transaction Platform Account, and processing of Orders to Buy or Orders to Sell in any one or more of these circumstances –

29.1.1 if we are required by MTN Zakhele and/or MTN at any time to do so (in which case we will be obliged to do so);

29.1.2 if we reasonably believe that your Transaction Platform Account is being used for illegal purposes, including money laundering or fraud;

29.1.3 if there is a disagreement between who owns or has authority to Transact the MTN Zakhele Shares or access the Transaction Platform; or

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

29.2 **Notice before we suspend because of a dispute or illegal activity**

We will send you notice that we will suspend your use of the Transaction Platform and, as far as the law allows, give you 10 Business Days to prove whichever of the following apply –

29.2.1 you are the owner of the MTN Zakhele Shares;

29.2.2 you are not using the Transaction Platform for illegal purposes; or

29.2.3 the Authorised Representative is still authorised to represent you, or that a new Authorised Representative has been appointed.

29.3 **Permanent suspension because of a dispute or illegal activity**

If you do not prove the facts above within 10 Business Days, we will suspend your use of the Transaction Platform until you give us the proof we need.

29.4 **Suspension because of expiry of BEE Status**

If, the BEE Verification Agent issues written notice to us that you are not an Eligible Shareholder or that the BEE Verification Agent is unable to verify that you are an Eligible Shareholder or that your BEE Verification status has been withdrawn or expired such that you are no longer a Verified Shareholder, you or your Authorised Representative will not be able to log onto the Transaction Platform Website or give instructions through the Transaction Platform Call Centre. You or your Authorised Representative will also not be able to use the Transaction Platform to buy MTN Zakhele Shares and all your Orders to Buy and Orders to Sell will be suspended. This suspension will endure until we receive written

confirmation from the BEE Verification Agent that you are again a Verified Shareholder.

29.5 **Other reasons for suspension**

We may temporarily suspend part or all of your use of the Transaction Platform Website, Transaction Platform Call Centre, the Transaction Platform, any Transactions, your Transaction Platform Account, and the processing of Orders to Buy or Orders to Sell if –

- 29.5.1 we need to do maintenance on the Transaction Platform;
- 29.5.2 as a result of JSE or Strate service outages where the impact of this suspension on open Orders is governed by the FM Act, the JSE Rules and Directives, Strate Rules, this Client Agreement and/or the Custody Entity Mandate;
- 29.5.3 trading is suspended by MTN Zakhele, MTN, the JSE or Strate or the Transaction Platform is required to be suspended by any of them. Note that in the instance of the Transaction Platform not being available, all cash withdrawals can be made via one of the Contact Details options at Appendix 1 of this Client Agreement;
- 29.5.4 we become aware of any actual, threatened or suspected fraud or any actual, threatened or suspected unauthorised use of the Transaction Platform;
- 29.5.5 we have reasonable grounds to believe that the Transaction Platform is being used negligently, illegally, fraudulently, for money laundering, or in a way that we have not given permission for;
- 29.5.6 we have reasonable grounds to believe that the security of the Transaction Platform may be in danger;

- 29.5.7 you do not comply with your duties and 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);
- 29.5.8 you do not comply with your duties and it is reasonable not to first give you notice to do so or to fix it;
- 29.5.9 we reasonably believe that any of your Security Information has been lost or stolen or disclosed to an unauthorised person;
- 29.5.10 we become aware that any information you have given or that has been given for you is false, inaccurate, invalid, incomplete or misleading;
- 29.5.11 we must do this to comply with the law;
- 29.5.12 a court or any Public Authority tells us to do this; or
- 29.5.13 where another part of this Client Agreement allows us to do this suspension.

The suspension will continue for so long as we reasonably believe is appropriate. We will send you a notice by SMS if we suspend your Transaction Platform Account for these reasons only if it is reasonably practical to do so.

30 TERMINATION

30.1 Event of Default

An Event of Default occurs if –

- 30.1.1 you fail to perform or comply with any of your obligations under this Client Agreement or any Transaction after we have given you 10 Business Days' notice to do so;

- 30.1.2 you are in breach of any law;
- 30.1.3 you have breached the Custody Entity Mandate, the BEE Scheme Documents or the MTN Zakhele Facilitated Trading Process Verification Terms and Conditions and have failed to remedy such breach in accordance with the provisions of such document;
- 30.1.4 you are a Black Person and you die or become of unsound mind;
- 30.1.5 you unable to pay your debts;
- 30.1.6 you compromise or attempt to defer payment of debts owing to your creditors generally;
- 30.1.7 you are a Black Group and your members propose or pass a resolution for you to be placed into business rescue, liquidation or winding-up;
- 30.1.8 you have an order granted against or in respect of you, in terms of which you are provisionally or finally wound up, liquidated, dissolved or placed under business rescue.

30.2 **Termination**

- 30.2.1 We shall be entitled to terminate the Client Agreement –
 - 30.2.1.1 immediately, on written notice to you, at any time, if:
 - 30.2.1.1.1 an Event of Default occurs; or
 - 30.2.1.1.2 if we are required by MTN Zakhele and/or MTN at any time to do so (in which case we will be obliged to do so);
or
 - 30.2.1.2 on 60 calendar days' written notice to you, at any time.

- 30.2.2 You shall be entitled to terminate the Client Agreement, at any time, on written notice to us.
- 30.2.3 Should this Client Agreement be terminated, you will automatically cease to be a Verified Shareholder for the purposes of the MTN Zakhele Facilitated Trading Process, and you will no longer be entitled to purchase or sell any additional MTN Zakhele Shares through the MTN Zakhele Facilitated Trading Process.
- 30.2.4 If we –
- 30.2.4.1 cease to be a licensed financial services provider in terms of the FAIS Act; or
- 30.2.4.2 are liquidated or placed under business rescue, whether provisionally or finally,
- we shall notify you immediately and take reasonable steps to ensure any outstanding business is completed promptly or transferred to another provider.
- 30.2.5 Subject to specific written instructions from you, we shall not provide any further Transaction Platform Services after notice of termination has been received or given.

PART 8 – LIMITATION OF LIABILITY AND INDEMNITY

31 FORCE MAJEURE

- 31.1 We will not be in default of this Client Agreement if such default is a result of a Force Majeure Event.
- 31.2 We will use reasonable endeavours to notify you as soon as reasonably practical of the occurrence of a Force Majeure Event.

31.3 We are not liable to you for any failure or delay in giving this notice; provided that we have acted in accordance with Best Industry Practice in attempting to do so.

31.4 If a Force Majeure Event arises we may take whatever steps we deem to be appropriate in the circumstances.

32 INDEMNITY BY YOU

32.1 You agree to indemnify us and each entity within the Velocity Group (**“the Indemnified Party”**) and to hold each Indemnified Party harmless from any Loss sustained or incurred by an Indemnified Party arising out of or in connection with –

32.1.1 any breach of representation or warranty made by you under or in connection with this Client Agreement; or

32.1.2 any failure by you to comply with or perform any of your obligations under or in connection with this Client Agreement or a Transaction; or

32.1.3 any action or omission as a result any failure by you to comply with or perform any of your obligations under clause 11.10 of this Client Agreement;

32.1.4 any third party claim (other than MTN Zakhele, MTN, the Custody Entity or the JSE) related to your access or use or attempted access or use to or of the Transaction Platform or relating to your Trading decisions arising out of such access or use; or

32.1.5 any insufficiency whatsoever with respect to the environment from which you access or use the Transaction Platform and/or with respect to your security measures to prevent unauthorised access to or use of the Transaction Platform; or

32.1.6 any error, corruption or delay in any order or other instruction (whether oral, written or electronic) communicated by you and which is not caused by or attributable to an Indemnified Party.

32.2 Despite clause 32.1, you will not be obliged to indemnify us against any Loss sustained or incurred directly as a result of our negligence (including gross negligence) or wilful default or a breach by us of any contract or applicable law.

33 INDEMNITY BY US

33.1 Subject to the provisions of clause 34, we hereby agree to indemnify you and to hold you harmless from any Loss sustained or incurred by you arising out of or in connection with –

33.1.1 any breach of representation or warranty made by us under or in connection with this Client Agreement; or

33.1.2 any failure by us to comply with or perform any of our obligations under or in connection with this Client Agreement or a Transaction; or

33.1.3 any error, corruption or delay in any order (whether oral, written or electronic) which is caused by or attributable to us.

33.2 Despite clause 33.1, we will not be obliged to indemnify you against any Loss sustained or incurred directly as a result of

33.2.1 your own negligence (including gross negligence) or wilful default or a breach by you of any contract or applicable law; or

33.2.2 an act or omission by MTN, MTN Zakhele and/or the Custody Entity which results in us having breached this Client Agreement.

34 EXCLUSION OF LIABILITY

- 34.1 Save in the case of our negligence (including gross negligence) or wilful default or a breach by us of any contract or applicable law, we are not liable to you for any loss, liability, damage, expense, costs or claim suffered or incurred by you arising out of or in connection with this Client Agreement or any Transaction as a result of –
- 34.1.1 an act or omission by MTN, MTN Zakhele and/or the Custody Entity which results in us having breached this Client Agreement.
 - 34.1.2 any error, corruption or delay in any order, instruction or other communication (whether oral, written or electronic) by you and which is not caused by or attributable to us; or
 - 34.1.3 the reliance of you on a rate or a price which you knew, or ought reasonably to have known, to be materially incorrect; or
 - 34.1.4 the occurrence and continuance of any Force Majeure Event; or
 - 34.1.5 any failure of a telecommunications link or network by which you may seek access to or use of a Transaction Platform; or
 - 34.1.6 any viruses and other harmful features or content in your communications and dealings with us; or
 - 34.1.7 any interception of your communications and dealings with us, or on the Transaction Platform.

35 LIMITATION OF LIABILITY

If we are liable to you for any loss, liability, damage, expense, costs or claim suffered or incurred by you, our liability will be limited to the actual Loss that you can prove we have caused you.

36 INSURANCE

We will, to the extent, and if required in terms of the FAIS Act, arrange and maintain insurance cover in respect of any liability which may be incurred by us in connection with the Client Agreement. We will, on request from you, furnish you with written confirmation of the amount of such insurance cover.

PART 9 – GENERAL

37 INTELLECTUAL PROPERTY RIGHTS

37.1 You acknowledge and agree that –

37.1.1 all Intellectual Property Rights in respect of or derived from the Transaction Platform are and remain the sole and exclusive property of us and/or any licensors of any software used in respect of the Transaction Platform ("**Licensors**"); and

37.1.2 you have no Intellectual Property Rights in respect of or derived from and will not acquire any Intellectual Property Rights in relation to the Transaction Platform and/or any derivative or adaptation thereof.

37.2 You will use all reasonable efforts –

37.2.1 to protect our Intellectual Property Rights in the Transaction Platform; and

37.2.2 to comply with our request, acting reasonably, to protect our Intellectual Property Rights.

37.3 If you become aware of any access to or use of the Transaction Platform by a third party that is unauthorised or which constitutes an infringement or interference with our Intellectual Property Rights, you must promptly notify us and co-operate with us and/or any Licensor in any legal action

which we and/or any Licensor may undertake to protect the Intellectual Property Rights.

38 ASSIGNMENT

- 38.1 We will, with the prior written consent of MTN Zakhele, be entitled to cede, assign or delegate any of our rights and/or obligations in terms of or arising from this Client Agreement to any third party, without your consent.
- 38.2 You will not be entitled to cede, assign or delegate any of your rights and/or obligations in terms of or arising from this Client Agreement to any third party, without our consent.

39 CONTACT DETAILS AND NOTICES

39.1 Notices and messages we send to you

- 39.1.1 We may choose to send you notices either by SMS, e-mail or post.
- 39.1.2 There are various notices that we may send you by SMS. These include notices with messages about –
- 39.1.2.1 when you Register to use the Transaction Platform;
 - 39.1.2.2 your one-time pin;
 - 39.1.2.3 confirming Orders to Buy, Orders to Sell and Transactions;
 - 39.1.2.4 confirming allocations and payments to and from your Transaction Platform Account;
 - 39.1.2.5 confirmation of Transactions that are referred to the BSTC or are accepted or rejected by the BSTC;

- 39.1.2.6 where we end or suspend the Transaction Platform or your use of the Transaction Platform; and
- 39.1.2.7 changes to this Client Agreement or to the Transaction Fees which we may charge.
- 39.1.3 You can ask to receive these notices by e-mail when you Register to use the Transaction Platform. If you do not select this option when you Register, you can ask for this option at any time after that, through the Transaction Platform Call Centre.

39.2 **Notices and messages to Authorised Representatives and Minors**

- 39.2.1 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 you received it.
- 39.2.2 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.

39.3 **Deemed receipt**

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 on that date or at that time. 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 –

- 39.3.1 on the date of delivery, if delivered by hand to your physical address;
- 39.3.2 10 calendar days after posting, if sent by ordinary mail to your postal address;
- 39.3.3 on the date and time of sending, if sent to your fax number during Normal Trading Hours;
- 39.3.4 the next Business Day at the start of Normal Trading Hours, if sent to your fax number outside of Normal Trading Hours;
- 39.3.5 on the date and time of sending, if sent to your email address during Normal Trading Hours;
- 39.3.6 the next Business Day at the start of Normal Trading Hours, if sent to your email address outside of Normal Trading Hours; and
- 39.3.7 on the date and time of sending, if an SMS notice is sent to your cell phone number.

39.4 **Notice actually received**

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

39.5 **Address where we agree to accept legal documents**

Legal documents include letters of demand, summonses, warrants to attach your property and other legal notices. We agree to accept legal documents under this Client Agreement at the physical address set out in **Appendix 1**. This physical address is known in law as our *domicilium citandi et executandi*.

39.6 **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.

39.7 **Address where you agree to accept legal documents**

39.7.1 If you are a Black Person, you agree to accept any legal documents under this Client Agreement at the addresses you gave to MTN Zakhele or the BEE Verification Agent when you applied to become a Verified Shareholder. (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 at the address in the most recent Change of Details Form that you have given us.

39.7.2 If you are a Black Group, you agree to accept any legal documents under this Client Agreement at the addresses you give to us in the Verification Form (Black Groups) that you complete. (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 and the required Supporting Documents, you agree to accept any legal documents under this Client Agreement at the address in the most recent Change of Details Form that you have given us.

39.8 **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 address. Any new address must be a physical address in South Africa.

39.9 **Transaction Platform Call Centre and Transaction Platform Website details**

39.9.1 Transaction Platform Call Centre details: 083 123 6869

39.9.2 Transaction Platform Website address: www.mtnz.tradedesk.co.za

40 GENERAL

40.1 Each of the provisions of this Client Agreement is separate and severable and enforceable accordingly. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition contained in this Client Agreement.

40.2 The expiration, cancellation or other termination of this Client Agreement shall not affect those provisions of this Client Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

40.3 No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder or under a Transaction, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights an enforcing the obligations of the other Party in terms of this Client Agreement and the Transaction. A provision of, or a right created under, this Client Agreement or any Transaction may not be waived except in writing executed by the Party granting the waiver.

40.4 The Client Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and save as may be expressly set out herein, no agreements, representations or warranties between the

Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

- 40.5 Any provision of this Client Agreement which affords any right, power or entitlement in favour of MTN Zakhele and/or MTN will constitute a stipulation for the benefit of a third person (*stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person. Such stipulations may be accepted by them at any time without notice.

CONTACT DETAILS

Phone:	+27 83 123 6869
Physical address:	1 st Floor, 200 Main Road, Claremont, Cape Town, 7708
Postal address:	Velocity Trade Financial Services (Pty) Limited: PO Box 23463, Claremont, Cape Town, 7735
Fax:	<p>If you fax the documents to us, you must include a cover page that sets out:</p> <ul style="list-style-type: none"> • your name, address and telephone number; • the date; • the number of pages, including the cover page; and • the name and telephone number of the person we can contact if we have a problem reading the fax
Email :	<p>support@mtnz.co.za</p> <p>If you email us, you must include a cover note in the email that sets out:</p> <ul style="list-style-type: none"> • your name, address and telephone number; and • the date.

EXAMPLES OF TRANSACTION FEES

Example 1- When the Order to Buy and Order to sell is Transacted in full over one day and the Transaction Fee is more than R150.

If Sipho buys 500 MTN Zakhele Shares from Neo for R50 per share, the total price is R25 000

The costs for Sipho (buyer) are the following:

Cost	How it is worked out	Total
Value of Transaction	500 MTN Zakhele shares x R50 per MTN Zakhele Share	R25 000
Transaction Fee	The higher of R150 and 0.75% of R25 000	R187.50
VAT on Transaction Fee	14% of R187.50	R26.25
Securities Transfer Tax	0.25% of R25 000	R62.50
Total Transaction Costs		R25 276.25

The costs for Neo (the seller) are the following:

Cost	How it is worked out	Total
Transaction Fee	The higher of R150 and 0.75% of R25 000	R187.50
VAT on Transaction Fee	14% of R187.50	R26.25
Total Transaction Costs		R213.75

Example 2

If the Order to Buy the MTN Zakhele Shares took more than a day to complete; for example more than 2 days to complete and each day there was a settlement then a scenario of the fees for the first two days is below for Sipho.

The costs for Sipho (buyer) are the following:

Cost	How it is worked out	Total
Day 1: Value of Order	500 MTN Zakhele Shares x R50 per MTN Zakhele Share	R25 000
Day1: Value of Partial Transaction	40 MTN Zakhele shares x R50 per MTN Zakhele Share	R2 000
Day 1: Transaction Fee:	The higher of R150 and 0.75% of R2 000	R150
Day 1: VAT on Transaction Fee	14% of R150	R21
Day 1: Securities Transfer Tax	0.25% of R2 000	R5
Day 1: Total Transaction Costs		R2 176
Day 2: Value of remaining order	460 MTN Zakhele Shares x R50 per MTN Zakhele Share	R23 000
Day2: Value of Partial Transaction	40 MTN Zakhele shares x R50 per MTN Zakhele share	R2 000
Day 2: Transaction Fee:	The higher of R150 and 0.75% of R2 000	R150
Day 2: VAT on Transaction Fee	14% of R150	R21

Day 2: Securities Transfer Tax	0.25% of R2 000	R5
Day 2: Total Transaction Costs		R2 176
** 0.75% of R2000 is R15. The higher of R15 and R150 is R150. Therefore the Transaction Fee is R150.		

Example 3– When the Order to Buy and Order to Sell is matched in full and the minimum transaction fee applies (R150)

If Siphso buys 50 MTN Zakhele shares for R40 per share, the total price is R2000.

The cost for Siphso (buyer) are the following:

Cost	How it is worked out	Total
Value of Transaction	50 MTN Zakhele Shares x R40 per MTN Zakhele Share	R2 000
Transaction Fee	The higher of R150 and 0.75% of R2000	R150
VAT on Transaction Fee	14% of R150	R21
Securities Transfer Tax	0.25% of R2 000	R5
Total Transaction Costs		R2 176

The costs for Neo (seller) are the following:

Cost	How it is worked out	Total
Transaction Fee	The higher of R150 and 0.75% of R2 000	R150
VAT on Transaction Fee	14% of R150	R21

Total Transaction Cost		R171
** 0.75% of R2000 is R15. The higher of R15 and R150 is R150. Therefore the Transaction Fee is R150.		

