
**DEED OF THE
ADCORP EMPLOYEE BENEFITS TRUST 3**

among

ADCORP HOLDINGS LIMITED
Founder

and

HEINRICH ROYDON WEYERS
Trustee

and

NOMONDE PHUMELELE XULU
Trustee

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TRUST DEED OF THE ADCORP EMPLOYEE BENEFITS TRUST 3

Among:

ADCORP HOLDINGS LIMITED, registration number: 1974/001804/06, a limited liability public company duly incorporated in South Africa (**Founder** or **Adcorp**);

HEINRICH ROYDON WEYERS, identity number 7809085102082, an adult South African citizen (**Weyers**); and

NOMONDE PHUMELELE XULU, identity number 8605220559080, an adult South African citizen (**Xulu**).

1. INTERPRETATION

1.1 Definitions

In this Deed, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

Act means the Companies Act, No. 71 of 2008.

Allocation Date means the First Allocation Date, each Annual Allocation Date or any other date on which Units are allocated by the Trustees in terms of this Deed.

Annual Allocation Date means the first Business Day of each Financial Year succeeding the First Allocation Date applicable to that Beneficiary.

Annual Budget means the budget of the Trust for each Financial Year, as prepared by the Trustees as contemplated in clause 24(c)(i).

Auditors means such auditors which may be appointed by the Trustees to audit the Trust from time to time.

Bad Leaver means a Beneficiary:

- (a) whose employment with any Group company has been terminated as a result of:
 - (i) misconduct justifying dismissal according to the Labour Relations Act No. 66 of 1995 or the common law;
 - (ii) a material un-remedied breach by the Beneficiary of his or her employment agreement with the relevant Group company;
- (b) who has, at any time subsequent to the termination of his or her employment with any Group company for whatsoever reason, joined a competitor of the Group; or
- (c) who has breached the restraint of trade undertakings in his or her employment agreement with the relevant Group company.

B-BBEE means broad-based black economic empowerment, as envisaged in the B-BBEE Act and the B-BBEE Codes.

B-BBEE Act means the Broad-Based Black Economic Empowerment Act, No. 53 of 2003.

B-BBEE Codes means the B-BBEE Codes of Good Practice on B-BBEE issued under the B-BBEE Act.

B-BBEE Requirements means the B-BBEE requirements applicable to the Trust from time to time, including those requirements set out in the B-BBEE Act and the B-BBEE Codes (including the qualification requirements of an "Employee Share Ownership Programme" or "Trusts").

Beneficiary means any Eligible Employee resident in South Africa, who has acquired Vested Rights and whose name has been entered into the Beneficiary Register.

Beneficiary Register means the register of Beneficiaries established in terms of clause 12.4.

Beneficiary Representative means any person appointed by a Beneficiary as his or her proxy in terms of the provisions of clause 10(a).

Black People shall have the meaning ascribed thereto in the B-BBEE Act and the term **Black Women** shall be construed accordingly.

Board means the board of Directors.

Business Day means any day that is not a Saturday, Sunday or official public holiday in South Africa.

Deed means this trust deed.

Director means a director of the Founder from time to time and for the time being.

Dispose means to sell, cede, transfer, lend or otherwise alienate or otherwise dispose.

Distributions means distributions made by the Trustees to the Beneficiaries in terms of clause 12.6.

Dividends means any dividends or distributions declared and paid by SA HoldCo to the Trust from time to time pursuant to the Trust's shareholding in SA HoldCo.

Eligible Employee means a person who is in the permanent employ of Adcorp or the Group.

Employee Trustees means those Trustees elected by the Beneficiaries in accordance with the provisions of this Deed, as more fully contemplated in clause 13(f).

Financial Year means the financial year of the Trust, being the period ending on the last day February.

First Allocation Date means the date on which Units are to be first allocated to an Eligible Employee as notified by the Board to the Trustees in terms of clause 12.

First Trustees means collectively, Weyers and Xulu.

Group means Adcorp and its Subsidiaries from time to time.

Initial Donation means the initial donation to the Trustees made by the Founder in terms of clause 4.

Intranet means Adcorp's private local area network, and internal corporate website and communication channel accessible only by the Trustees, Beneficiaries and the Board.

Net Income means the Trust Income less the Trust Expenses including a provision for budgeted Trust Expenses as set out in the Annual Budget.

Ordinary Consent means a resolution passed by Beneficiaries whose aggregate Units exceed 50% of all the Units held by the Beneficiaries.

Participation Rights means:

- (a) in respect of each Unit, held by a Beneficiary, and for the purposes of determining the quantum of the Distributions (other than Ring-Fenced Distributions) to which a Beneficiary shall be entitled, a right of a Beneficiary to the Net Income and the capital distribution attributable to that Unit, on the basis that each Unit shall bear its proportionate share of the Net Income and the capital distribution (in each case excluding any Ring-Fenced Distributions) and which shall be the amount equal to **PR** in the following formula:

$$PR = A/B,$$

where:

- (i) **PR** equals the attributable Net Income or capital distribution (in either case excluding any Ring-Fenced Distribution), as the case may be, per Unit;
- (ii) **A** is the total amount of the Net Income or the capital distribution (in either case excluding any Ring-Fenced Distribution), as the case may;
- (iii) **B** equals the total number of Units in issue as at the relevant date,

subject to the provisions of this Deed; and

- (b) for the purposes of determining the quantum of the Ring-Fenced Distributions to which each Black Woman Beneficiary shall be entitled in respect of each Unit held by that Beneficiary (each being a **Designated Unit**), a right of that Beneficiary to the Net Income and the capital distribution attributable to that Designated Unit, on the basis that each such Designated Unit shall bear its proportionate share of the Net Income and the capital distribution (in each case comprising of a Ring-Fenced Distribution) and which shall be the amount equal to **PR** in the following formula:

$$PR = A/B,$$

where:

- (i) **PR** equals attributable Net Income or capital distribution (in either case comprising of a Ring-Fenced Distribution), as the case may be, per Designated Unit;
- (ii) **A** equals the total amount of the Net Income or the capital distribution (in either case comprising of a Ring-Fenced Distribution), as the case may; and
- (iii) **B** equals the total number of Designated Units (i.e. Units held by all Black Women Beneficiaries) in issue as at the relevant date.

Parties means the parties to this Deed or any combination of them as indicated by the context and **Party** means any one of them as indicated by the context.

Ring-Fenced Distribution means any amount of a Distribution which may only be distributed to Black Women Beneficiaries.

SA HoldCo means a limited liability private company to be incorporated in South Africa, which will hold all of the shares in Adcorp Workforce Management Solutions Proprietary Limited and Adcorp Management Services Proprietary Limited.

SA HoldCo Shares means 2 395 ordinary no par value shares in SA HoldCo, constituting 23.95% of the issued share capital of SA HoldCo.

Scheme the scheme constituted and regulated by this Deed, to be structured and administered as an "Employee Share Ownership Programme" (as contemplated by the B-BBEE Codes).

Signature Date means the date of signature of this Deed by the last Party to sign.

South Africa means the Republic of South Africa.

Special Consent means a resolution passed by Beneficiaries whose aggregate Units exceed 75% of all the Units held by the Beneficiaries.

Subsidiary has the same meaning given to this term in the Act.

Tax Act means the Income Tax Act, No. 58 of 1962.

Taxes means all present and future taxes and other charges of any kind or nature whatsoever imposed, levied, collected, withheld or assessed by any competent authority, and includes all income taxes (whether based on or measured by income/revenue or profit of any nature or kind or otherwise and whether levied under the Tax Act or otherwise), capital gains taxes, value-added taxes, securities transfer tax, uncertificated securities taxes and all charges in the nature of taxation, and all interest, penalties, fines and other payments on, or in respect thereof.

Trust means the Adcorp Employee Benefit Trust 3 constituted in terms of this Deed.

Trust Act means the Trust Property Control Act, No. 57 of 1988.

Trust Assets means any and all capital and assets of the Trust from time to time, of whichever nature, including:

- (a) the Initial Donation;
- (b) the SA HoldCo Shares;
- (c) any Dividends;
- (d) any cash and cash equivalents;
- (e) any other donations or contributions received by the Trustees from any other person for and on behalf of the Trust and in furtherance of the Trust Objectives; and
- (f) any other assets, including rights, whether movable or immovable, of any description which may arise out of the operation of the Trust.

Trust Expenses means any fees (including the remuneration paid to the Trustees), expenses, costs and disbursements of the Trust properly incurred and or accrued in or arising out of the Trustees carrying out the Trust Objectives (excluding any Tax that is or may become payable by any of the Trustees in their personal capacity as such).

Trust Fund means the Trust Assets and Trust Income, administered in accordance with the terms of this Deed.

Trust Income means any and all income earned or derived by the Trust.

Trust Subscription Agreement means the written subscription agreement to be entered into between the Trust and SA HoldCo in terms of which the Trust subscribe or will subscribe for the SA HoldCo Shares.

Trustee means a trustee for the time being of the Trust, appointed as trustee(s) in accordance with clause 13, in each case as duly authorised in terms of a current letter of authority issued by the Master of the High Court of South Africa.

Trust Objectives means the objectives of the Trust as set out in clause 6.

Underlying Shares means the SA HoldCo Shares which are linked to a Unit in accordance with this Deed.

Units means units which have been allocated to Beneficiaries in terms of this Deed.

Vested Rights means, in respect of each Unit, the Participation Rights, subject to the provisions of this Deed.

1.2 Construction

In this Deed:

- (a) clause headings and the heading of the Deed are for convenience only and are not to be used in its interpretation;
- (b) an expression which denotes:
 - (i) either gender includes the other;
 - (ii) a natural person includes a juristic person and *vice versa*;
 - (iii) the singular includes the plural and *vice versa*; and
 - (iv) a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- (c) the words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**included**" and "**including**" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it;
- (d) words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Deed;
- (e) unless otherwise provided, defined terms appearing in this Deed in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning;
- (f) a reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time;
- (g) any reference in this Deed to this Deed or any other agreement or document shall be construed as a reference to this Deed or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time; and
- (h) in this Deed the words "**clause**" or "**clauses**" refer to clauses of this Deed.

2. BACKGROUND

- (a) The Founder wishes to establish a new Employee Share Ownership Programme (as contemplated by the B-BBEE Codes) to address the B-BBEE Requirements of Adcorp for the benefit of the Beneficiaries on the terms and conditions contained in this Deed.
- (b) Accordingly, this Trust is established with the purpose of:

- (i) enabling Black People (amongst other Eligible Employees) to participate in Adcorp (through SA HoldCo) and thereby to promote B-BBEE in respect of Adcorp and the Group;
 - (ii) incentivising the Eligible Employees; and
 - (iii) carrying out the Trust Objectives.
- (c) It is recorded further that Adcorp (through SA HoldCo) will achieve the Trust Objectives by:
 - (i) establishing the Trust as an Employee Share Ownership Programme;
 - (ii) procuring the subscription by the Trust for the SA HoldCo Shares pursuant to the Trust Subscription Agreement;
 - (iii) donating the Initial Donation to the Trust; and
 - (iv) affording, by virtue of the provisions of this Deed, Beneficiaries the right to receive Scheme benefits.

3. ESTABLISHMENT

The Founder and the Trustees have established the Trust, subject to the provisions of this Deed and for the Trust Objectives.

4. DONATION

Adcorp has irrevocably donated ZAR 100.00 to the First Trustees for the establishment of the Trust.

5. NAME OF TRUST

The Trust created in terms of this Deed shall continue to be known as the "**Adcorp Employee Benefit Trust 3**".

6. TRUST OBJECTIVES

- (a) The Trust Objectives are to:
 - (i) acquire and hold for the benefit of Beneficiaries the SA HoldCo Shares;
 - (ii) achieve and retain compliance by SA HoldCo with the B-BBEE Act and the B-BBEE Codes;
 - (iii) assist Adcorp (through SA HoldCo) in the achievement of its transformational objectives;
 - (iv) provide an incentive to Eligible Employees to encourage and commit them to the future interests of SA HoldCo and the Group;
 - (v) enable the Beneficiaries to share in the capital growth and/or income of SA HoldCo (and thereby Adcorp) and the Group without exposure to the volatility of the listed market;
 - (vi) retain key skills for Adcorp (though SA HoldCo) and the Group;
 - (vii) recognise, reward and retain employees, whilst attracting exceptional talent to Adcorp (through SA HoldCo) and the Group; and

- (viii) reward Beneficiaries on achieving and increasing the profitability of Adcorp, SA HoldCo and the Group.
- (b) The ancillary objectives of the Trust are to:
 - (i) facilitate and promote the B-BBEE of the Beneficiaries;
 - (ii) promote B-BBEE recognition for the Group; and
 - (iii) ensure continued compliance with the B-BBEE Requirements applicable to the Trust.
- (c) None of the Trust Objectives are intended to directly or indirectly promote the economic self-interest of any fiduciary or employee of the Trust, otherwise than by way of reasonable remuneration payable to that fiduciary or employee or by virtue of such fiduciary or employee also being a bona fide Beneficiary of the Trust.
- (d) The Trustees are required to utilise the Trust Fund solely to carry out the Trust Objectives.
- (e) Except as provided otherwise in this Deed, the Trust shall have no other principal objectives.

7. B-BBEE STATUS

- (a) Pursuant to the Trust Objectives, it is the intention that the Trust adheres to the B-BBEE Requirements.
- (b) In particular, it is recorded that this Trust adheres to the requirements of each of Annexe 100(C) and Annexe 100(D) of Statement 100: General Principles and the Generic Scorecard of the B-BBEE Codes, being as follows:

Annexe 100(C)	
Requirement	Applicable Provisions
The constitution of the scheme must define the Participants (as defined in the B-BBEE Codes) and the proportion of their claim to receive distributions.	Refer to definitions of: (i) " <i>Beneficiary</i> "; (ii) " <i>Dividends</i> "; and (iii) " <i>Participation Rights</i> ". Clauses 12.4 and 12.6(a)
A written record of the name of the Participants or the use of a defined class of natural person satisfies the requirement for identification.	Clause 12.4
A written record of fixed percentages of claim or the use of a formula for calculating claims satisfies the need for defining proportion of benefit.	Refer to definition of " <i>Participation Rights</i> " and clause 12.2
The fiduciaries of the scheme must have no discretion on the above mentioned terms.	Clauses 20(i)(A) and 20(i)(B)

Annexe 100(C)	
Requirement	Applicable Provisions
The Participants must take part in:	
i. appointing at least 50% of the fiduciaries of the scheme; and	Clause 13(e)(i)
ii. managing the scheme at a level similar to the management role of shareholders in a company having shareholdings.	Clauses 9, 12, 17 and 26
The constitution, or other relevant statutory documents, of the scheme must be available, on request, to any Participant in an official language in which that person is familiar.	Clause 11(b)
The scheme fiduciaries must present the financial reports of the scheme to Participants yearly at an annual general meeting of the scheme.	Clauses 9.1(b)(i) and 20(f)(ii)
All accumulated Economic Interest (as defined in the B-BBEE Codes) of the scheme is payable to the Participants at the earlier of a date or event specified in the scheme constitution or on winding-up or termination of the scheme.	Clauses 12.6(a) and 27(b)(iii)
The Measured Entity (as defined in the B-BBEE Codes) must have a track-record of operating as an Employee Share Ownership Programme (as defined in the B-BBEE Codes), or in the absence of such a track-record demonstrable evidence of full operational capacity to operate as an Employee Share Ownership Programme.	Clause 24(c)(i)
Operational capacity must be evidenced by suitably qualified and experienced staff in sufficient number, experienced professional advisors, operating premises, and all other necessary requirements for operating a business.	Clause 24(c)(ii)

Annexe 100(D)	
Requirement	Applicable Provisions
The trust deed must define the beneficiaries and the proportion of their entitlement to receive distributions.	Refer to definitions of: (i) " <i>Beneficiary</i> ;

Annexe 100(D)	
Requirement	Applicable Provisions
	(ii) " <i>Dividends</i> "; and (iii) " <i>Participation Rights</i> ". Clauses 12.4 and 12.6(a)
A written record of the names of the beneficiaries or the use of a defined class of natural person satisfies the requirement for identification.	Clause 12.4
A written record of fixed percentages of entitlement or the use of a formula for calculating entitlement satisfies the need for defining proportion of benefit.	Refer to definition of " <i>Participation Rights</i> " and clause 12.2
The trustees must have no discretion on the above mentioned terms.	Clauses 20(i)(A) and 20(i)(B)
On winding-up or termination of the trust, all accumulated Economic Interest must be transferred to the beneficiaries or to an entity representing the interest of the participants or class of beneficiaries.	Clause 27(b)(iii)
The Measured Entity must be in possession of a certificate issued by a competent person to the effect:	Clause 8(a)(iii)
i. that the trust was created for a legitimate commercial reason which must be fully disclosed;	
ii. that the terms of the trust do not directly or indirectly seek to circumvent the provisions of the B-BBEE Codes and the B-BBEE Act; and	
iii. the trustees will procure the certificate referred to above.	

8. TRANSITIONAL ARRANGEMENTS

- (a) It is recorded that the First Trustees, as soon as reasonably possible after the registration of the Deed in terms of the Trust Act:
- (i) enter into and implement the Trust Subscription Agreement;
 - (ii) procure the appointment of the Employee Trustees elected by the Beneficiaries (as contemplated in clause 13(f)), together with any additional Trustees within 60 days of after the registration of this Deed in terms of the Act and the issuance of letters of authority to the First Trustees; and
 - (iii) procure a certificate by a "Competent Person" (as that term is contemplated in the B-BBEE Codes) in terms of which such person confirms that:

- (A) the Trust was created for a legitimate commercial reason which has been fully disclosed; and
 - (B) the terms of the Trust do not directly or indirectly seek to circumvent the provisions of the B-BBEE Codes and the B-BBEE Act.
- (b) The First Trustees shall have full power and authority to conduct the business of the Trust until the remaining Trustees (including Employee Trustees) are appointed in accordance with the Deed.

9. MEETINGS OF BENEFICIARIES

9.1 Annual general meetings

- (a) The Trustees shall procure that an annual general meeting of the Scheme be held at least once a year as and when the Trustees deem fit.
- (b) At such annual general meeting the:
 - (i) Trustees shall present the annual financial statements of the Trust to the Beneficiaries in accordance with clause 20(f)(ii); and
 - (ii) Beneficiaries shall be requested to appoint, or re-confirm their appointed, Employee Trustees in terms of clause 13.

9.2 General meetings

In addition to the annual general meetings of the Scheme, the Trustees may convene general meetings of the Scheme from time to time as they deem fit but the Trustees shall be required to call a general meeting on request by 50% or more in number of the Beneficiaries which may, by notice in writing to the Trustees, requisition the Trustees to call a general meeting.

9.3 Meeting formalities

- (a) In respect of all meetings of the Beneficiaries:
 - (i) such meetings shall be held at such time and at such venue as the Trustees may determine from time to time;
 - (ii) the Trustees shall give not less than 14 days' written notice to all Beneficiaries entitled to attend a meeting, or such shorter notice as may be agreed by all such Beneficiaries in writing. Every Beneficiary shall receive notice of every general meeting of Beneficiaries on the Intranet, which notice shall include:
 - (A) in respect of any general meeting, particulars of any resolution which may be properly moved and is intended to be moved at such meeting;
 - (B) a list of not less than 10 persons, comprised of at least (i) three Directors, (ii) three Trustees, and (iii) three Beneficiaries (who may be trade union officials), who may be appointed as Beneficiary Representatives in terms of clause 10(a); and
 - (C) a reasonably prominent statement on the procedure for and the purpose of appointment of such a Beneficiary Representative;
 - (iii) the presence of Beneficiaries whose aggregate Prescribed Proportions exceed a minimum of 25% of the total Prescribed Proportions shall be required to constitute a quorum;

- (iv) if, within 30 minutes from the time appointed for a meeting, a quorum is not present, the meeting shall stand adjourned to a date to be determined by the Trustees (which date shall not be earlier than seven days and not later than 14 days after the date of the meeting (at the same time and place or if such place is not available, at such other place as the Trustees may determine)) and the Beneficiaries shall be notified in writing of the date, time and place of the adjourned meeting;
 - (v) if at such adjourned meeting a quorum is not present within 30 minutes from the time appointed for the adjourned meeting, those present at such meeting shall constitute a quorum. The agenda for the adjourned meeting shall be the same as the agenda for the meeting which was originally scheduled;
 - (vi) the meetings shall be chaired by the independent chairperson of the Trust elected in terms of clause 13(c)(iv);
 - (vii) in respect of all resolutions relating to the Scheme, each Beneficiary shall have so many votes as is equal to its Prescribed Proportion of the total number of votes exercisable on the resolution; and
 - (viii) the Trustees shall keep minutes of the meetings of Beneficiaries in writing and such minutes shall be duly signed by the chairperson of the meeting in question and shall be available for inspection at the offices of SA HoldCo, on written request by any Beneficiary.
- (b) At any meeting of the Beneficiaries a resolution put to the vote shall be validly adopted if approved by Ordinary Consent unless Special Consent is required in terms of this Deed in respect to the particular matter.

10. EXERCISE OF VOTING RIGHTS

- (a) Every Beneficiary shall have the right to:
 - (i) appoint one person from the list referred to in clause 9.3(a)(ii)(B), as his or her proxy to attend, speak and vote in his or her stead at any general meeting or to vote on any resolution submitted to the Beneficiaries (as contemplated in this clause 10(a)); and
 - (ii) exercise one vote, which such vote shall be exercised by ballot on his or her behalf, in accordance with his or her voting instructions, by his or her Beneficiary Representative.

11. ADMINISTRATIVE RIGHTS

- (a) The Trustees shall:
 - (i) on request thereto by any Beneficiary, furnish him or her with the names and contact particulars of all of the Trustees at the date of such request; and
 - (ii) within one month after the date of any meeting of Trustees, post the minutes of such meeting on the Intranet.
- (b) Each Beneficiary shall have the right, during business hours, to inspect the following books, documents and records at the *domicilium citandi et executandi* of the Trust or on a website designated for that purpose by the Trustees:

- (i) this Deed (which, if the Beneficiary is not familiar with English, shall be made available in language which the Beneficiary requesting same is familiar, within a reasonable period, after request for same by the Beneficiary);
- (ii) the meeting minutes referred to in clause 11(a)(ii);
- (iii) the records and books of account referred to in clause 20(a); and
- (iv) the accounts referred to in clause 20(d).

12. SCHEME

12.1 Units

Each Unit shall confer on a Beneficiary a Vested Right to the Underlying Shares stipulated in this Deed.

12.2 Vesting of Units

- (a) The Board shall, in respect of each Eligible Employee, notify the Trustees in writing of the:
 - (i) name of such Eligible Employee;
 - (ii) First Allocation Date applicable to such Eligible Employee;
 - (iii) total number of Units to be allocated to such Eligible Employee on the First Allocation Date.
- (b) The Trustees shall procure that within five Business Days of receipt of the notification referred to clause 12.2(a), they notify the relevant Eligible Employee in writing (**Allocation Notice**) of the following:
 - (i) that Unit/s will be allocated to that Eligible Employee;
 - (ii) the Allocation Date in respect of such allocation; and
 - (iii) the date by when that Eligible Employee must accept the allocation of such Unit/s (**Acceptance Date**).
- (c) Upon acceptance of the allocation of the Unit/s by an Eligible Employee by the Acceptance Date, such Eligible Employee shall become a Beneficiary with effect from the First Allocation Date, and the Trustees shall ensure that the new Beneficiary's details are inserted in the Beneficiary Register.
- (d) Should the relevant Eligible Employee not accept the allocation by the Acceptance Date, such allocation shall be deemed to have been rejected by the Eligible Employee and such person shall not become a Beneficiary.
- (e) In addition to the Units allocated (or to be allocated) to a Beneficiary on the First Allocation Date, each such Beneficiary (save for any Eligible Employee who has left the employ of the Group) shall be automatically allocated on each Annual Allocation Date with:
 - (i) three Units if such Beneficiary is a member of the skilled staff of a Group company as at such Annual Allocation Date;
 - (ii) two Units if such Beneficiary is a member of the semi-skilled staff of a Group company as at such Annual Allocation Date; or

- (iii) one Unit if such Beneficiary is employed in a unskilled capacity by a Group company as at such Annual Allocation Date.
- (f) The Trustees may, with the prior written approval of the Board, on an *ad hoc* basis allocate additional Units to the Beneficiaries (or any of them) from time to time.

12.3 Cessation of employment

(a) Good leaver

If a Beneficiary ceases to be an Eligible Employee for any reason whatsoever other than as a result of such Beneficiary being a Bad Leaver, such Beneficiary shall:

- (i) continue to be a Beneficiary under the Trust;
- (ii) retain his or her allocated Units as at the date on which such Beneficiary ceased to be an Eligible Employee; and
- (iii) on an annual basis provide the Trustees with updated contact details.

(b) Bad Leaver

If a Beneficiary ceases to be an Eligible Employee as a result of becoming a Bad Leaver, such Beneficiary shall no longer be entitled to any allocated Units from the end of the calendar month in which the Beneficiary became a Bad Leaver.

12.4 Beneficiary Register

- (a) A register of Beneficiaries (**Beneficiary Register**) shall be kept and maintained by the Trustees.
- (b) There shall be entered into and updated in the Beneficiary Register:
 - (i) the name, surname, identity/passport number and physical address of each Beneficiary;
 - (ii) the telephone and/or cellular telephone numbers and electronic mail addresses (if available) of each Beneficiary;
 - (iii) the total number of allocated Units held by each Beneficiary;
 - (iv) the Allocation Date of each Beneficiary and the number of Units allocated to the Beneficiary of that date; and
 - (v) the capacity in which each Beneficiary is employed by a Group company (i.e. whether in a professional, support or other capacity).
- (c) The Beneficiary Register shall be *prima facie* evidence of the identity of the Beneficiaries.

12.5 Funding of Payments

If, at the time that any amount becomes payable by the Trustees to any Beneficiary in terms of this Deed, the Trustees do not have the cash resources available to meet their obligations, then:

- (a) if directed to do so by the Directors, the Trustees shall borrow from Adcorp (or, if so directed by the Directors, all the employers of the Beneficiaries on a *pro rata* basis) any amounts which the Trustees may be or become obliged to pay to Beneficiaries in terms of this Deed. Any loans advanced to and borrowed by the Trustees in terms of this clause 12.5(a), shall be:

- (i) at such interest rate as the Directors may determine; and
 - (ii) repayable on termination of the Trust in terms of clause 27; and
- (b) if the Directors should not direct the Trustees to act in terms of clause 12.5(a), any amount payable by the Trustees to a Beneficiary in terms of this Deed in respect of his or her Participation Benefit, shall only fall due for payment on the termination of the Trust, in accordance with this Deed.

12.6 Income of the Trust

- (a) The Net Income shall be devoted exclusively towards achieving the Trust Objectives, provided that the Trustees shall be entitled to invest surplus monies in terms of clause 19(a)(vii).
- (b) The Trustees shall, in respect of each Financial Year, distribute 100% of the Net Income to the Beneficiaries in accordance with their respective Participation Rights within nine months of the end of such Financial Year or such other period as the Trustees may determine.
- (c) For the avoidance of any doubt, 80% of all Distributions made to Beneficiaries from time to time must be directly for the benefit of Black Women.
- (d) Save as otherwise specifically contemplated in this Deed, the Trustees may not distribute any part of the Trust Funds, except in pursuance of the Trust Objectives.
- (e) Notwithstanding anything to the contrary contained in this Deed, no Trust Funds shall be distributed contrary to the B-BBEE Requirements or otherwise than to the Beneficiaries in accordance with their Participation Rights. In the event of any conflict between the provisions of this clause 12.6 and the provisions of the B-BBEE Requirements, then the provisions of the B-BBEE Requirements shall prevail at all times.

12.7 Capital of the Trust

The Trustees shall be entitled from time to time to distribute the capital of the Trust to the Beneficiaries. The timing, manner and amount of such Distributions shall be determined by the Trustees in their discretion and any such Distributions which are made shall be made to the Beneficiaries in accordance with their respective Participation Rights.

12.8 Transferability of Units and interests and attachment thereof

- (a) Subject to approval by the Trustees and the Board, no Beneficiary shall, on or before the seventh day after the relevant Underlying Shares have been transferred to a Beneficiary (as contemplated in this Deed), be entitled to:
 - (i) pledge, cede in security, mortgage or otherwise hypothecate or encumber any of his or her Units and/or any Underlying Shares (or any rights or interest therein);
 - (ii) Dispose of, or enter into any contract to Dispose of, any of his Units and/or Underlying Shares (or any rights or interests therein);
 - (iii) offer, grant any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise lend any Units and/or Underlying Shares;

- (iv) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Units and/or the Underlying Shares;
 - (v) enter into any agreement in respect of any votes attached to any Underlying Shares or any derivative transaction in respect of his rights or interest in this Trust;
 - (vi) agree, whether or not subject to any suspensive or resolutive condition, to do any of the foregoing; or
 - (vii) enter into any transaction which has an effect similar to any of the foregoing.
- (b) The restrictions in clause 12.8(a) shall apply equally to the Trust (save for any Disposals or other acts provided for in this Deed).
 - (c) No Unit and/or Underlying Shares (or any rights or interest therein) shall be liable to attachment or be subjected to any form of execution by creditors of a Beneficiary, and no rights under any Unit and/or Underlying Shares shall be enforceable by any third party against the Trust.

12.9 TAXES

Notwithstanding the other provision of this Deed, to the extent that SA HoldCo, the Group or the Trustees are obliged (or would suffer a disadvantage of any nature if they were not) to account for, withhold or deduct any Taxes and/or any legally required contribution then SA HoldCo and/or the Trustees shall be relieved from the obligation to transfer or deliver any benefit to a Beneficiary in terms of the Deed until that Beneficiary has:

- (a) made payment to SA HoldCo, the relevant Group or the Trustees of an amount equal to the liability for Taxes; or
- (b) entered into an arrangement which is acceptable to that company or the Trustees to secure that such payment is made, which arrangement may include the right for the company concerned to make appropriate deductions through the PAYE / SITE system or any other system which may substitute or amend the latter.

13. APPOINTMENT OF TRUSTEES

- (a) As from the Commencement Date, there shall always be at least two but no more than six Trustees in office.
- (b) The Trustees in office as at the Signature Date are the First Trustees.
- (c) Subject to clause 13(d) below, notwithstanding anything to the contrary in this Deed in respect of the Trustees:
 - (i) at least 50% of the Trustees shall be Black Women;
 - (ii) at least 50% of the Trustees shall be independent having no employment with or direct or indirect beneficial interest in the Trust;
 - (iii) Trustees may not be connected persons in relation to each other ("connected persons" having the meaning ascribed thereto in the Income Tax Act); and
 - (iv) the chairperson must be independent having no direct or indirect beneficial interest in the Trust and shall be a Black Person as elected by the Trustees.

- (d) Any appointment of Trustees in terms of this Deed shall be made in terms of clause 13(c) and clause 13(f) (in the case of an Employee Trustee) and in accordance with the B-BBEE Requirements in force at such time.
- (e) Subject to clauses 13(a), 13(c) and 13(f), the Founder and the Beneficiaries shall each:
 - (i) be entitled to appoint up to 50% of the Trustees in office from time to time;
 - (ii) be entitled at any time and from time to time to remove and replace any Trustee appointed by it by written notice to such Trustee (with copies to the remaining Trustees, the Founder and the Beneficiaries); and
 - (iii) immediately appoint any person as a Trustee to succeed any Trustee appointed by it who has ceased to hold office on written notice to the Trustees, the Founder and the Beneficiaries.
- (f) An Employee Trustee shall be nominated and elected by the Beneficiaries provided that such Employee Trustee shall be:
 - (i) an Eligible Employee conversant with this Deed and having the appropriate knowledge and understanding of the principles relevant to achieving the Trust Objectives;
 - (ii) a Black Woman; and.
 - (iii) should not be disqualified from acting as a (A) Trustee in terms of any applicable law, or (B) as a director in terms of the Act.
- (g) Should an Employee Trustee resign as or otherwise cease to be a Trustee, or should at any time the number of Trustees in office appointed by the Beneficiaries be less than 50% of all the Trustees in office at the time, then in such event (each a **Trustee Event**) the Trustees shall, within 60 days following the date of the Trustee Event in question, procure the election by the Beneficiaries of an additional Employee Trustee/s in accordance with the following:
 - (i) the Beneficiaries shall be requested to nominate up to four persons to serve as Employee Trustees (**Nominated Employee Trustees**);
 - (ii) after the Trustees have determined the Nominated Employee Trustees, they shall send written notice to each Beneficiary, requesting him or her to vote for one or more (as specified by the Trustees) of the Nominated Employee Trustees on or by a specified date and time and in a manner prescribed by the Trustees;
 - (iii) each Beneficiary who wishes to vote for the appointment of one or more (as applicable) of the Nominated Employee Trustees to be the Employee Trustee/s shall do so in accordance with the manner prescribed by the Trustees, and such vote shall:
 - (A) state the name of the Beneficiary; and
 - (B) indicate the Nominated Employee Trustee/s in favour of which the Beneficiary casts his or her vote;
 - (iv) the Trustees shall count and verify the votes received from the Beneficiaries in accordance with clause 13(g)(iii), and shall notify all Beneficiaries, in writing, of the Nominated Employee Trustee/s (**Employee Trustee Elect/s**) who received the most votes from the Beneficiaries;

- (v) in the event of a tie (equal votes) between any of the Nominated Employee Trustees, the Employee Trustees Elect/s shall be selected from the tied Nominated Employee Trustees on a random basis, by the drawing of lots undertaken by the Trustees;
- (vi) the Employee Trustee Elect/s shall do all such things and sign all such documents as may be required for the issue by the Master of the High Court of South Africa (**Master**), in accordance a letter of authority in their favour. Against the issue of a letter of authority in their favour, the Employee Trustee Elect/s shall be appointed as an Employee Trustee/s of the Trust. In the event that the Master refuses to grant a letter of authority to an Employee Trustee Elect, or requires that security be provided by an Employee Trustee Elect, that Employee Trustee Elect shall not be appointed as an Employee Trustee. In such event, the Trustees shall identify the Nominated Employee Trustee that received the same number of votes as the disqualified Employee Trustee Elect or, in the absence of same, that received the next most votes in the election referred to in clause 13(g)(iii), and that Nominated Employee Trustee (**Replacement Nominated Employee Trustee**) shall be put forward to the Master to replace the disqualified Employee Trustee Elect as an Employee Trustee. The same process shall be followed if the Master refuses to grant a letter of authority to, or requires security from, the Replacement Nominated Employee Trustee.
- (h) Should the number of Trustees at any time fall below two, then the remaining Trustee shall nevertheless be entitled to continue to exercise the rights, powers and discretions of the Trustees, but the Founder and/or the Beneficiaries (by Ordinary Consent), as the case may be, shall as soon as practicable, appoint further Trustee/s so as to bring the number of Trustees up to the minimum number required.
- (i) The Trustees shall jointly have the power and subject always to the B-BBEE Requirements, from time to time, to appoint any other person to act as a Trustee's alternate during a Trustee's absence or inability to act as Trustee. An alternate Trustee, whilst acting in the place of the Trustee who appointed him or her, shall exercise and discharge all the duties and functions of the Trustee he/she represents.
- (j) Any appointment of an alternate Trustee shall be effected by means of a written document signed by the person(s) entitled to make it.
- (k) Each Trustee shall be entitled to remain in office (subject to the provisions of clause 20) for a period of three years (from date of first appointment). Upon expiry of a Trustee's period of office, the Trustee shall vacate his or her office, but such Trustee shall be eligible for re-appointment by the Founder and/or the Beneficiaries (by Ordinary Consent), as applicable.
- (l) Upon any Trustee succeeding to office as such, he or she shall, in his or her representative capacity, *ipso facto* become vested with the assets and liabilities of the Trust and in every way, with effect on the day of the issue of the relevant Letters of Authority by the Master, take the place and assume the powers and duties of the Trustee whom he or she will have succeeded.
- (m) The Parties specifically record that the:
 - (i) Trust Fund is not distributable to the Trustees (in their capacities as such);
 - (ii) Trust shall continue in existence notwithstanding changes in the composition of its Trustees; and

- (iii) rights held by the Trustees in and to the Trust Fund shall be held in their capacities as Trustees in accordance with the Trust Act.
- (n) In the event that the B-BBEE Requirements require the appointment of any additional Trustees, the Parties shall ensure that the additional Trustees are appointed in accordance with the relevant provisions of the B-BBEE Requirements and this Deed.
- (o) The names and contact details of all the Trustees shall be distributed to each Beneficiary in writing on an annual basis, and Beneficiaries shall at all times be entitled to obtain such details from the registered office of the Trust.

14. TERMINATION OF TRUSTEESHIP

Each Trustee shall cease to hold office as such if:

- (a) an application is filed for the sequestration of such Trustee's estate upon which a provisional order of sequestration is subsequently granted;
- (b) such Trustee commits an act of insolvency as contemplated in the Insolvency Act, No. 24 of 1936;
- (c) such Trustee becomes incapacitated in law to hold the office of trustee, in the circumstances contemplated in section 20(2) of the Trust Act;
- (d) such Trustee is removed by a majority resolution of the Trustees on any reasonable and justifiable ground;
- (e) a Trustee is removed from office at any time pursuant to clause 13(e)(ii);
- (f) the Trustee fails to attend a majority of meetings of Trustees in any Financial Year, or is absent without excuse from three consecutive meetings of Trustees;
- (g) the Trustee resigns at any time giving one calendar months' notice in writing to his or her co-Trustees, to the Founder and the Beneficiaries, provided that the Founder and the Beneficiaries may, at the request of the Trustee, waive the full period of notice;
- (h) such Trustee been convicted of any criminal offence for which there was no option to pay a fine and that person was sentenced to imprisonment (whether suspended sentence or actual time served);
- (i) any Trustee becoming ineligible or disqualified from holding an appointment as director of a company in terms of the provisions of the Act; or
- (j) a Trustee who is employed by any company within the Group ceases to be employed by such company.

15. MEETINGS OF TRUSTEES

In respect of all meetings of the Trustees:

- (a) the Trustees shall meet at least once every Financial Year;
- (b) the Founder shall be entitled to attend but not to vote at any such meeting;
- (c) any Trustee is at all times entitled to convene a meeting of the Trustees by giving 14 days' written notice to all Trustees, or on such shorter notice as may be agreed by all the Trustees;

- (d) the Trustees shall meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they deem fit;
- (e) a quorum at any meeting of the Trustees shall be three Trustees including two Employee Trustees, provided that if at any time there are fewer than two Trustees in office, the quorum shall be the Trustee then in office;
- (f) notwithstanding that meetings of the Trustees may take place by teleconference or by video-conference, any decision of the Trustees (if not taken at a physical meeting of the Trustees) shall be in writing and signed by all Trustees. This writing may be in the form of counterparts, in that the individual Trustees each sign different copies of the same document and all the signed documents together constitute a written resolution of Trustees. A resolution in writing signed by the majority of the Trustees shall be valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted, provided that notice of such resolution has been provided to all the Trustees;
- (g) minutes shall be kept of all meetings and decisions of the Trustees;
- (h) the Trustees shall from time to time nominate one of the Trustees who is independent having no employment with or direct or indirect personal beneficial interest in the Trust or the Group to be chairperson of the Trust, who shall hold office for such period/s as the Trustees may determine or until he/she resigns that office or ceases to be a Trustee;
- (i) each Trustee shall represent one vote;
- (j) save as may be expressly otherwise provided in this Deed or the B-BBEE Requirements, decisions to be taken at a meeting of Trustees shall be decided by a majority of votes. In the case of equality of votes, the chairperson shall not have a casting vote and the matter under consideration shall be considered not to have been approved by the Trustees;
- (k) if, within thirty minutes from the time appointed for a meeting, a quorum is not present, the meeting shall stand adjourned to a date to be determined by the Trustee present (which date shall not be earlier than seven days and not later than twenty one days after the date of the meeting, at the same time and place (or such other place as the Trustee may decide)), and all the Trustees shall be notified in writing of the date, time and place of the adjourned meeting (**Adjourned Meeting**). If at the Adjourned Meeting, a quorum is not present within 30 minutes from the time appointed for the Adjourned Meeting, then the Trustee present at the Adjourned Meeting shall constitute a quorum. The agenda for the Adjourned Meeting shall be the same agenda as for the meeting which was originally scheduled;
- (l) the Trustees shall keep minutes of their meetings in writing and all resolutions passed by the Trustees shall be fully signed by all the Trustees present at the meetings;
- (m) all proceedings at meetings of the Trustees shall be included in a minute book (which may be maintained in electronic format) which shall be open to inspection by the Founder or its nominee at the official office of the Trustees during office hours.

16. **ADCORP REPRESENTATIVES**

Adcorp shall be entitled to co-opt representatives (**Adcorp Representatives**) to the Trust. The Adcorp Representatives shall and the Trustees shall procure that the Adcorp Representatives shall be given notice of and invited to attend all meetings of Trustees. The Adcorp Representatives, who shall have the right to attend all meetings of Trustees, shall be entitled to speak and be heard at such meetings, but they shall not be entitled to vote on any resolution of the Trustees. For the avoidance of doubt, it is recorded that the Adcorp Representatives shall

not interfere with the operations and running of the Trust at such meetings, but should be afforded the opportunity to speak and be heard.

17. EXERCISE OF RIGHTS IN RESPECT OF SA HOLDCO

- (a) It is recorded that the Trust shall, as registered holder of the SA HoldCo Shares, be entitled to vote the SA HoldCo Shares at all meetings of shareholders of SA HoldCo. It is recorded for the avoidance of any doubt that the decision as to how to vote the SA HoldCo Shares shall be made by the Trustees in consultation with the Beneficiaries in an attempt to ascertain the wishes of the majority of Beneficiaries in this regard. If the wishes of the majority of Beneficiaries cannot be ascertained, the Trustees shall come to a decision as to how to vote the SA HoldCo Shares. If the Trustees cannot come to a decision in this regard, they shall abstain from voting.
- (b) Subject to clause 17(a), the Trustees shall, forthwith on receipt of a notice of a meeting of the members of SA HoldCo, procure that the Trustees convene a meeting for the purpose of:
 - (i) considering the resolutions proposed to be passed at any such meeting of the shareholders of SA HoldCo;
 - (ii) subject to the provisions of clause 17(c), determining the manner in which the Trustees shall exercise the voting rights attaching to the SA HoldCo Shares held by them; and
 - (iii) appointing one Trustee as a proxy to attend, speak and vote at such meeting of the members of SA HoldCo.
- (c) The Trustees shall, forthwith upon conclusion of a meeting convened in terms of clause 17(b), give a written proxy, in the form required by SA HoldCo, to the Trustee appointed for that purpose in terms of clause 17(b)(iii), on the face of which shall be indicated the manner in which that Trustee is to exercise the voting rights held by the Trust in respect of each resolution proposed to be considered and put to such general meeting. The Trustee so appointed shall not exercise the voting rights attaching to the SA HoldCo Shares held by the Trust in any manner other than as indicated on such written proxy.

18. RESOLUTIONS OF TRUSTEES

- (a) Save as otherwise provided in this clause 18:
 - (i) a resolution of the Trustees shall be taken by majority resolution; and
 - (ii) a resolution in writing signed by all the Trustees shall be as valid and effective as if it had been passed at a meeting of the Trustees duly called and constituted.
- (b) The Trustees shall not undertake, engage in, agree to or perform any of the acts, procedures or matters hereinafter specified except as may be approved of by the Beneficiaries by Ordinary Consent or Special Consent, as applicable:
 - (i) other than in terms of this Deed, the transfer, alienation or encumbrance of any of the SA HoldCo Shares or any shares in Adcorp which the Trust may acquire or otherwise receive;
 - (ii) the amendment of this Deed;
 - (iii) the termination of the Trust.

- (c) The Trustees shall not undertake, engage in, agree to or perform any of the acts, procedures or matters hereinafter specified except as may be approved of by the Beneficiaries by Special Consent:
 - (i) the distribution of any Dividends received by the Trust in terms of clause 12.6;
 - (ii) the reimbursement of any expenses of Trustees incurred in terms of clause 22(b); or
 - (iii) the distribution of the proceeds from the realisation of the assets of the Trust in terms of clause 27(b)(iii)(B).

19. POWERS OF TRUSTEES

- (a) Subject to the provisions of clause 19(c) below, the provisions applicable to the memoranda of incorporation of the Group and their Subsidiaries (**Designated Documents**) and the other provisions of this Deed, the Trustees shall have all such powers required to enable them to carry out and to give effect to the intent, purposes and provisions of the Deed for the proper administration of the Trust and, in particular, without limitation of the generality of the aforementioned, the Trustees shall be empowered:
 - (i) to conclude any agreements (including shareholders' agreements) and/or execute any documents, resolutions, forms or notices related directly or indirectly to the Trust, provided that any such agreements are consistent with the Designated Documents;
 - (ii) to exercise the voting powers attached to the SA Holdco Shares, subject to clause 17;
 - (iii) to act as agent on behalf of the Beneficiaries in Disposing of SA HoldCo Shares;
 - (iv) to open and operate bank accounts in the name of the Trust;
 - (v) to acquire and exercise, for the benefit and on behalf of the Trust, any rights in terms of any investment to which the Trust may become entitled from time to time;
 - (vi) to cause any part of the Trust Assets, from time to time, to be held in the name or names of any nominees, including a company established by the Trustees for this purpose;
 - (vii) to invest the surplus moneys of the Trust;
 - (viii) to allocate Units in terms of this Deed;
 - (ix) to determine, in their sole discretion, whether any money forming part of the Trust Fund should be treated as income or capital, to pay any Trust Expenses from the Trust Income and to do the necessary allocation for this purpose in the accounting records of the Trust;
 - (x) to obtain legal and other professional advice, to institute and defend legal action and dispute resolution proceedings and to sign any powers of attorney, deeds and other documents which may be necessary for this purpose for and on behalf of and at the expense of the Trust;
 - (xi) to appoint accountants, attorneys, other professional advisers, agents or brokers, where necessary, in the course of exercising their duties as Trustees in terms of

this Deed and to remunerate such person or persons from the Trust Assets and Trust Income, provided that no remuneration shall be paid which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the nature of the services rendered;

- (xii) subject to any provisions to the contrary in this Deed or the Designated Documents, the Trustees shall be entitled at any time and from time to time to utilise and/or realise any of the Trust Assets in furtherance of the Trust Objectives provided that the Trustees shall not Dispose of or otherwise realise the whole or greater part of the Trust Assets, other in terms of clause 27, without the Beneficiaries having approved thereof by way of Special Consent;
- (xiii) subject to any provisions to the contrary in this Deed or the Designated Documents, the Trustees shall be entitled to raise or borrow such sums of money upon such terms and conditions as they shall determine and to secure the payment or repayment of any sums of money so raised or borrowed or the payment of any other debt, obligation or liability of the Trust in such manner as they shall determine and in particular by pledging, mortgaging or otherwise encumbering all or any Trust Assets, provided such actions are in furtherance of the Trust Objectives;
- (xiv) to call in, recover, collect and sue for all monies owing to the Trust, to foreclose bonds, buy securities, to institute or defend legal proceedings and to sign all trust deeds, powers of attorney and other documents that may be necessary for those purposes;
- (xv) to acquire (whether from a Trustee or a shareholder or director of a company or otherwise) immovable and movable property both corporeal and incorporeal, of any nature whatsoever including property which does not produce income and shares in any private or public companies incorporated in or (with such consent as may be required in terms of the exchange control regulations) outside the Republic of South Africa (whether they be manufacturing or trading companies or otherwise) notwithstanding that the voting or other rights attached to such shares may be restricted or qualified and to take up any rights, bonus shares or other advantages attaching to any shares which may be held by the Trust;
- (xvi) to sign and execute transfers and cessions of properties, bonds, consents to cancellations of bonds, leases, servitudes and other trust deeds and powers of attorney relating thereto, and generally all documents of any nature whatsoever as may be necessary from time to time in connection with the acquisition, realization, Disposal or Encumbrance of Trust Assets and the carrying out of the terms of this Deed;
- (xvii) to exercise any rights of conversion or subscription pertaining to any shares at any time held in the capital of any company or to sell or realise any such rights, subject to clause 19(c), but whenever investments shall be made by the exercise of conversion or subscription rights the shares or other rights received shall be deemed to form a portion of the Trust Assets;
- (xviii) to agree to any alteration or conversion of the capital of any company if a share of the company forms part of the Trust Fund;
- (xix) in administering the affairs of the Trust, the Trustees shall, without derogating from the other powers and authorities given to them in terms of this Deed, have

all such powers and authorities as are normally vested in the board of directors of a company; and

- (xx) enter into any agreement or mandate for the administration of the Trust.
- (b) Without prejudice to any of the above powers of the Trustees, the Trustees shall, acting jointly and subject to the provisions of this Deed, have:
 - (i) full capacity to contract on behalf of the Trust (subject always to such limitations as may be imposed by this Deed);
 - (ii) *locus standi* and be capable of bringing, defending, opposing, settling or otherwise acting in relation to any proceedings whatsoever in or before any Court or in any arbitration or before any other forum; and
 - (iii) full capacity to compromise, submit to arbitration or settle, upon terms and conditions as they may deem advisable, all claims made by or against the Trust, or against them in their capacity as Trustees, or matters arising in relation to the Trust.
- (c) The powers granted in clauses 19(a) and 19(b) specifically exclude:
 - (i) knowingly being a party to, or knowingly permitting the Trust to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Tax Act or any other act administered by the South African Revenue Service;
 - (ii) entering into any agreement in respect of the votes attaching to the SA HoldCo Shares which would diminish the Trust's rights or the B-BBEE credentials of SA HoldCo;
 - (iii) the use of the Trust Assets to directly or indirectly support, advance or oppose any political party; and
 - (iv) directly or indirectly distributing any of the Trust Income to any person (other than directly to the Beneficiaries, as provided for in this Deed).

20. DUTIES OF THE TRUSTEES

The Trustees, in addition to any other duty imposed by this Deed, whether express or implied, shall:

- (a) cause proper records and books of account (which shall include details of the register of investments as contemplated in clause 20(c)) to be kept of the business and affairs of the Trust and their administration thereof;
- (b) keep and maintain a Beneficiary Register;
- (c) maintain a register of all investments held by the Trust, which register shall:
 - (i) specify the nature and size of any investments made by the Trustees;
 - (ii) set out the most recent valuation of each such investments; and
 - (iii) as to the valuation of each investment, be updated at least once every 12 months;

- (d) ensure that the records and books of account referred to above are at all times available for inspection by any Director or other authorised representative of SA HoldCo;
- (e) cause to be prepared and audited, as soon as reasonably possible after the end of each Financial Year, financial statements for the Trust in accordance with International Financial Reporting Standards; and
- (f) as soon as possible after the completion of the financial statements referred to in clause 20(e):
 - (i) deliver to SA HoldCo a copy thereof duly signed by the Trustees; and
 - (ii) present the audited financial statements to the Beneficiaries at an annual general meeting of the Beneficiaries called in terms of this Deed;
- (g) use their reasonable endeavours to do all such things and take all such actions as may be necessary to achieve the B-BBEE Requirements from time to time. In this regard, the Trustees shall, if applicable, subject to any fiduciary duties of the Trustees or the provisions of any legislation and the provisions of clause 25 below, assist the Founder, as far as is reasonably practicable, to amend the provisions of this Deed in order to assist the Adcorp group in securing the maximum benefits available to it in terms of the B-BBEE Requirements, or as required by any amendments to the B-BBEE Requirements;
- (h) where the Trust is required to attend any meetings of a company, in its capacity as shareholder, be obliged to elect one Trustee with the full authority of the Trustees, to attend and act at such meetings;
- (i) not have any discretion as to:
 - (A) who may or may not participate in the Scheme; or
 - (B) the extent of any Beneficiary's participation in the Scheme.

21. PRIVILEGES OF THE TRUSTEES

A Trustee shall not:

- (a) be obliged to furnish any security to the Master of the High Court or to any other officer or official for the performance of his or her duties in terms hereof whether in terms of the Trust Act or otherwise;
- (b) be disqualified from:
 - (i) acting as adviser, agent, broker or attorney to or contracting with the Trust; or
 - (ii) obtaining any remuneration in respect of his or her services in any capacity referred to in clause 22.

22. REMUNERATION OF THE TRUSTEES

- (a) Save for Trustees who are independent persons, the Trustees may not receive any remuneration for their services as Trustees. Trustees who are independent persons (being a Trustee who is not a Beneficiary or an employee or director of Adcorp or any member of the Group), may be remunerated for their services, which remuneration may not be excessive, having regard to what is generally considered as being reasonable in the sector and in relation to the service rendered. The remuneration of the Trustees will

be determined by the Trustees from time to time and shall be subject to the prior written approval of the Founder.

- (b) The Trustees shall be entitled to be reimbursed from the Trust for all Trust Expenses as may reasonably be incurred by them in and about the execution of their duties as Trustees (including the cost from time to time of furnishing any security which may be required) and any income tax that may become payable by them in their representative capacity in respect of the income of the Trust, with the prior written approval of the Trustees. Such Trust Expenses shall be paid by the Trustees out of the Trust Income.
- (c) The Net Income shall be dealt with in accordance with the provisions of clause 12.6 of this Deed.

23. INDEMNITY

Subject to the Act and the Trust Act:

- (a) the Trustees shall not be liable for any loss sustained in the Trust or by any Beneficiary from whatsoever cause arising, save and except any loss sustained as a result of the wilful dishonesty of the Trustees, either collectively or individually;
- (b) no Trustee shall be liable for any act of dishonesty or other misconduct committed by any other Trustee unless he knowingly allowed it or was an accessory thereto;
- (c) the Trust indemnifies the Trustees and every attorney, agent or other person appointed by the Trustees hereunder against all actions, proceedings, costs, liabilities, claims, expenses and demands in respect of any matter or thing done or omitted to be done in any way in the execution of their offices as Trustees, otherwise than in respect of claims for which in terms of the Act the Trustees cannot be indemnified; and
- (d) if the Trustees bona fide make any payment to any person whom they assume to be entitled thereto under the terms of this Deed and it is subsequently found that the recipient was not entitled thereto hereunder, the Trustees shall nevertheless not be responsible for the moneys so paid.

24. ADMINISTRATION

- (a) Subject to the provisions of this Deed, the Trustees shall be obliged to ensure the expeditious and proper implementation and administration of the Trust.
- (b) In accordance with clause 19(a)(xx), the Trustees shall be entitled to appoint an administrator and shall ensure that such administrator (if any) enters in a written agreement with the Trustees, on such terms and conditions approved by Adcorp in writing, in respect of the administration of the Trust.
- (c) SA HoldCo shall:
 - (i) bear all costs of and incidental to the implementation and administration of this Trust and shall, as and when necessary, provide all requisite funds and facilities for that purpose, provided that during the month in which Adcorp usually finalises its Annual Budget of each year, currently January in each year, an Annual Budget for such cost is submitted to Adcorp for approval. Costs will only be funded by Adcorp if those costs appear in the approved budget; and
 - (ii) subject to clause 24(c)(i), provide all secretarial, accounting, administrative, legal and financial advice and services, office accommodation, stationary and so forth for the purposes of this Trust to ensure that it has full operational capacity to run the Scheme, and has sufficient and experienced staff,

experienced professional advisors and all other requirements for operating a business.

25. AMENDMENTS OF THE DEED

- (a) Subject always to clauses 25(b)(iii) and 25(d), the Founder and the Trustees shall be entitled by written agreement between them to amend any provisions of this Deed from time to time, provided that the Beneficiaries have, by Ordinary Consent, consented to such amendments.
- (b) Given that one of the Trust Objectives is to ensure compliance with the B-BBEE Requirements and at all times to qualify as an Employee Share Ownership Programme as envisaged in the Annexe 100(C) and Annexe 100 (D) of the B-BBEE Codes, if, at any time after the Commencement Date:
 - (i) the B-BBEE Requirements change; and/or
 - (ii) any legislation or regulations pertaining to B-BBEE which are applicable to the Trust be promulgated or amended; and/or
 - (iii) any legislation and/or regulations be introduced and/or amended which override the B-BBEE Requirements, which results in or is likely to have an adverse impact on the B-BBEE rating of the Group in terms of the B-BBEE Requirements (**B-BBEE Rating**) and/or results in or is likely to result in the Trust no longer being able to qualify as an Employee Share Ownership Programme in terms of the B-BBEE Requirements, then the Founder and the Trustees undertake to negotiate in good faith to amend the Deed (subject to compliance with the provisions of clause 25(a) above) so as to ensure that SA HoldCo can maintain its B-BBEE Rating at materially the same level at which it was prior to the abovementioned change occurring, but on the basis that the Trust and/or the, as far as reasonably possible, will not lose economic value created up to that date.
- (c) The Trustees and the Founder shall not be entitled to amend the requirement that at least 80% of the value of benefits Distributed by the Scheme be directly for the benefit of Black Women, unless the B-BBEE Requirements change in that regard, provided that the Trustees and the Founder may amend the aforesaid percentages upwards (to the extent possible). Any changes to this requirement must be undertaken in terms of clause 25(a) above.
- (d) The Trustees and the Founder shall not be entitled to amend the Deed in any way that would result in the Trust no longer meeting the requirements of an Employee Share Ownership Programme in terms of Annexe 100(C) and Annexe 100(D) of the relevant B-BBEE Codes or in a breach of the B-BBEE Requirements.

26. ANNUAL ACCOUNTS

- (a) The Directors shall ensure that a summary appears in the annual financial statements of SA HoldCo of the number of SA HoldCo Shares held by the Trust, any changes in such numbers during the Financial Year under review; provided that such disclosure is required by the JSE Limited, IFRS and/or by virtue of any law or corporate governance practice to which SA HoldCo and/or Adcorp subscribes.
- (b) The Trustees shall be obliged to ensure that the Trust's financial statements referred to in clause 20(e) are completed in accordance with Adcorp's reporting timetable.

27. TERMINATION OF TRUST

- (a) The Trust shall terminate on the date upon which the Directors may in the future determine.
- (b) Upon termination of the Trust in accordance with the provisions of clause 27(a), the Trustees shall:
 - (i) procure that the Trust Disposes of the SA HoldCo Shares any other shares held by it;
 - (ii) wind up the affairs of the Trust, including the repayment of any loans; and
 - (iii) either:
 - (A) apply the net proceeds of the realisation of the assets of the Trust, after all of the liabilities of the Trust have been paid, for the benefit of the Beneficiaries; or
 - (B) subject to clause 18(c) pay to each Beneficiary such percentage of the proceeds of the realisation of the assets of the Trust, after all liabilities of the Trust have been paid, in proportion to the Units held by the relevant Beneficiary, expressed as a percentage of the total number of Units vested at the date of such termination.

28. DISPUTES

- (a) Save as otherwise expressly provided in this Deed, should any dispute of whatever nature arise in regard to the interpretation or effect, or the validity, enforceability or rectification (whether in whole or in part) of, or the respective rights or obligations of the parties under, or a breach or termination or cancellation of, this Deed, then the dispute shall, unless the parties thereto otherwise agree in writing, be referred for determination to an expert (**Expert**) in accordance with the remaining provisions of this clause 28.
- (b) The Expert shall:
 - (i) if the matter in issue is primarily an accounting matter, be an independent practicing chartered accountant of not less than fifteen years standing;
 - (ii) if the matter in issue is primarily a legal matter, be a practising senior counsel of not less than five years' standing as such and practising at the Johannesburg Bar;
 - (iii) if the matter is any other matter, be an independent appropriate expert in the relevant field,

agreed upon by the parties to the dispute or, failing agreement within 14 days after the dispute arises, appointed by the secretariat for the time being of the Arbitration Foundation of Southern Africa or his or her successor-in-title at the request of any party to the dispute.
- (c) The Expert selected as aforesaid shall in all respects act as an expert and not as an arbitrator.
- (d) The Expert shall be vested with complete discretion as to the procedure to be followed in arriving at his or her decision. It shall not be necessary for the Expert to observe or carry out either the strict rules of evidence or any other legal formalities or procedures,

but the Expert shall be bound to follow principles of law in deciding matters submitted to him or her.

- (e) The Expert shall have the power, *inter alia*, to:
 - (i) investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all the books, records, documents and other things in the possession of any party to the dispute or Adcorp, the right to take copies and/or make extracts therefrom and the right to have them produced and/or delivered at any place reasonably required by him or her for the aforesaid purposes;
 - (ii) interview and question under oath any of the parties to the dispute or other parties, including the right to cross examine such parties;
 - (iii) summon witnesses;
 - (iv) record evidence;
 - (v) make an interim award;
 - (vi) make an award regarding legal fees/costs and the Expert's remuneration. If he fails or declines to do so, then each of the parties to the dispute shall bear and pay its own costs. Until such time as the Expert's decision is given, the parties to the dispute shall bear and pay such costs in equal shares;
 - (vii) call for the assistance of any other person who he may deem necessary to assist him or her in arriving at his or her decision; and
 - (viii) exercise any additional powers which may be exercised by an arbitrator in terms of the Arbitration Act, No. 42 of 1965.
- (f) Any hearing by the Expert shall be held in Johannesburg unless the Expert determines that it is more convenient or equitable that the hearing or any part thereof (including, but without limitation, the taking of evidence) be held elsewhere, in which event the hearing (or the relevant part thereof) shall be held in the place so determined by the Expert.
- (g) The parties shall use their best endeavours to procure that the decision of the Expert shall be given within thirty days or as soon thereafter as is possible after it has been demanded.
- (h) The decision of the Expert shall be final and binding on all parties affected thereby, shall be carried into effect and may be made an order of any competent court at the instance of any party to the dispute.
- (i) This clause 28 constitutes an irrevocable consent by the Founder, the Trustees and all Beneficiaries to any proceedings in terms thereof and no such party shall be entitled to withdraw therefrom or to claim at any such proceedings that it is not bound by this clause 28.
- (j) This clause 28 shall not preclude any party from obtaining relief by way of motion proceedings on an urgent basis or from instituting any interdict, injunction or any similar proceedings in any court of competent jurisdiction pending the decision of the Expert.

- (k) Subject to clause 28(e)(viii), the provisions of the Arbitration Act, No. 42 of 1965, as amended shall not apply in respect of this clause 28 or any other provision of this Deed.
- (l) This clause 28 is severable from the rest of this Deed and shall remain in effect even if this Deed is terminated for any reason.

29. DOMICILIUM CITANDI ET EXECUTANDI

- (a) The Trustees choose the address set out below as their *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of this Deed:

Physical:	102 Gallo Johannesburg Gauteng, 2191	Western Manor	Service Extension	Road 6
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E-mail: vinolia.singh@adcorpgroup.com

Marked for the attention of: The Trustees

- (b) Each Beneficiary:
 - (i) chooses the Intranet and the E-mail Address allocated to him or her by Adcorp, or the Group, as at the date of the granting of any Participation Rights, as him or her *domicilium citandi et executandi* at which all notices, legal processes and other communications must be delivered for the purposes of this Deed; and
 - (ii) may amend such *domicilium citandi et executandi* by written notice to the Trustees.
- (c) Any notice or communication required or permitted to be given in terms of this Deed shall be valid and effective only if in writing, which, for the avoidance of doubt, shall include electronic mail communications on the Intranet, but it shall also be competent to give notice by facsimile.
- (d) Any notice to a Beneficiary:
 - (i) contained in a correctly addressed envelope and sent by post to him or her at his or her chosen address shall be deemed to have been received, on the seventh Business Day after posting; or
 - (ii) sent by e-mail to his or her chosen address shall be deemed to have been received on the first Business Day after it is transmitted.

[Remainder of this page intentionally left blank. Signature pages to follow.]

ADCORP HOLDINGS LIMITED

Signature: _____

Name: _____

Title: _____

Place: _____

Date: _____

HEINRICH ROYDON WEYERS

Signature: _____

Name: _____

Date: _____

Place: _____

NOMONDE PHUMELELE XULU

Signature: _____

Name: _____

Date: _____

Place: _____