

# Electronic Communication with Shareholders

## Terms and Conditions

### Introduction

Legislation has been passed which permits Computershare to make certain communications available to shareholders electronically. The use of electronic communications is entirely voluntary. Before you register to receive communications electronically, you will be asked to agree to the Terms and Conditions for Electronic Communication with Shareholders. It is important that you read these Terms and Conditions carefully as they set out the basis on which electronic communications will be sent to you.

**Upon acknowledgement, these terms and conditions are legally binding. Please read them carefully.**

#### 1 DEFINITIONS

- > “Company” means the company in which you hold shares and in respect of which you are requesting this Service.
- > “Companies Act” means the Companies Act 71 of 1973 as amended or re-enacted and for the time being in force, including any regulations framed thereunder and for the time being in force.
- > “Computershare” means Computershare Investor Services (Pty) Limited acting as Registrar and Agent for and on behalf of the company or Computershare Limited, an authorized financial services provider and CSD Participant of Strate Limited, whose registered office is at 70 Marshall Street, Johannesburg, 2001 South Africa.
- > “Electronic Communications Act” means the Electronic Communications Act, No 36 of 2005.
- > “Service” means the service provided by Computershare on behalf of the Company to enable the company to communicate with you the shareholder electronically.
- > “You (or your)” means you, the person (or in the case of joint holdings, the persons) holding shares in the Company or otherwise acting under authority from the shareholder(s) and who wish(es) to use the Service.

#### 2 GENERAL

- 2.1. By virtue of the Electronic Communications Act and the Companies Act, companies may communicate with shareholders electronically in respect of certain matters.
- 2.2. In order for the Company or Computershare to communicate electronically with you in this manner (or for such other purposes as may from time to time be provided by law), you are required to provide the Company and Computershare with certain confirmations and undertakings (as set out in paragraph 12 of these terms and conditions).

#### 3 REGISTERING FOR THE SERVICE

Should you consider using electronic communication in future, we would like you to bear the following in mind:

- 3.1. You may potentially incur costs. For example, your internet service provider may charge you for online time spent on the Company's website or downloading documents to your computer.
- 3.2. In some instances circulars may be distributed through more than one medium.
- 3.3. Should the Company decide to communicate with you electronically, your selection of this option on the internet site or the completion of the Shareholder Communications form, or provision of your e-mail address on a custody and settlement mandate or via the Contact Centre, will be taken as indicating your election to receive future investor communication in an electronic format. This mailing preference will be applied to any investor communication where electronic mailing is offered. Where electronic mailing is not offered or for certain communications which must be sent in paper form, you will continue to receive them via mailings from Computershare by post. It will be at the discretion of Computershare or the Company as to what communications are sent electronically to investors.
- 3.4. You must ensure that the e-mail address notified to Computershare is maintained and in operation and that you check this e-mail account regularly for new mail.
- 3.5. You may withdraw your consent to electronic communication unconditionally and at any time.
- 3.6. Your consent will apply to all future investor communication from the Company until such time as cancellation in writing is received from you.
- 3.7. Information will be provided to you in an e-mail, an attachment to an e-mail or may be viewed on the Company's website. You will receive a notification from Computershare advising you that the information has been published and providing you either with a link to the Company's website or an attached document in PDF format.
- 3.8. Computershare's obligation to effect electronic communication will be satisfied when it transmits the notification or e-mail to the e-mail address it has on file. Computershare cannot be held responsible for any failure in transmission beyond its control any more than it can for postal failures. Please note that notices or other documents are deemed to have been "sent" when the notification is first transmitted, irrespective of when it is received.
- 3.9. Should Computershare become aware that an electronic communication has not been successfully transmitted, Computershare will post a hard copy of the investor communication to you.
- 3.10. It is your responsibility to notify Computershare of any change to your name, address, e-mail address or other contact details.
- 3.11. Computershare takes all reasonable precautions to ensure that viruses are not present in any communication it sends out and cannot accept responsibility for loss or damage arising from the opening or use of any e-mail or attachments from Computershare. It is recommended that investors subject all messages to virus checking procedures prior to use. Any electronic communication received by Computershare, that is found to contain any virus will not be accepted.
- 3.12. You are responsible for the maintenance of your computer system and for ensuring you can continue to receive electronic communications in this way.

#### 4 **ELECTRONIC COMMUNICATION**

- 4.1. Once you have registered for the service, you will receive e-mails stating the web site address at which the documents specified in the notice may be viewed or downloaded. You agree that it is your responsibility to access and read these documents. The Company shall be deemed to have

fulfilled its legal obligations in respect of information to be provided to you by sending the e-mail to you at the e-mail address specified by you, whether or not you receive it.

- 4.2. It is possible that there may be more than one shareholding in the Company registered in your name(s). This may result in you receiving the same electronic communication more than once. If this happens and you want to amalgamate these shareholdings into one shareholding, then you will need to put your request in writing to Computershare.

## 5 SECURITY AND CONFIDENTIALITY

- 5.1. E-mail communications are not necessarily secure and there is always a risk that e-mail messages may be intercepted or tampered with. In agreeing that the Company and Computershare may communicate with you by e-mail, you acknowledge that these risks exist and that confidentiality cannot always be assured.
- 5.2. Neither the Company nor Computershare accepts any responsibility for any interception or tampering or loss of confidentiality which may take place either once an e-mail message has been sent by the Company or Computershare or prior to an e-mail message being received by the Company or Computershare or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception or tampering.
- 5.3. Before opening or using any documents or attachments, you should check them for viruses and defects. Each of the Company's and Computershare's liability in this respect is limited to resupplying any affected documents or attachments.
- 5.4. You are responsible for ensuring all electronic communications sent by you to the Company or Computershare are free from viruses or defects. If a communication from you is found to contain a virus, it may not be accepted by Computershare or the Company.
- 5.5. The Company (and Computershare) are obliged by law to make certain information contained within its register of members available for public inspection. The e-mail address provided by you in respect of the Service does not form part of this information and shall not be made publicly available.

## 6 LIABILITY

- 6.1. Neither Computershare nor the Company shall be liable to you for any loss or damage you may suffer or incur as a result of your use of the Service unless such loss or damage results directly from the fraud or wilful default of Computershare or the Company.
- 6.2. In the event that you do not comply with these terms and conditions and this results in loss or damage to Computershare or the Company or both, you shall be liable to compensate each of Computershare and the Company (as applicable) for any such loss or damage.

## 7 DISRUPTION TO THE SERVICE

Each of Computershare and the Company aims to provide the Service in an uninterrupted manner. However, neither the Company nor Computershare shall be responsible if, for reasons beyond the control of either the Company or Computershare, the Service cannot be provided or the delivery of the electronic communication fails.

## 8 DATA PROTECTION

The information provided by you on registering for this Service shall only be used to provide this Service to you. You should also note that as a part of the Service we may transfer your personal data to countries outside of South Africa which may not provide the same level of legal protection as South Africa.

## 9 VALIDITY

In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

## 10 VARIATION AND AMENDMENT

Computershare may from time to time change these terms and conditions without further reference to you in order to improve or streamline the service, which we offer.

## 11 OVERSEAS SHAREHOLDERS

If you are resident in, or a citizen of, a jurisdiction outside South Africa, it is your responsibility to inform yourself about and observe any applicable legal requirements.

## 12 CONFIRMATIONS AND UNDERTAKINGS

In accepting these terms and conditions, you will be deemed to have given the following confirmations and undertakings to the Company and Computershare:

- > You are a shareholder in the Company or are otherwise duly authorised to act on behalf of the shareholder;
- > If your shareholding is a joint holding, that you are the first named shareholder and that you have obtained the consent of all other joint holders to participate in the Service;
- > You are authorising the Company and Computershare to communicate with you in this way;
- > You have read and understood the terms and conditions and you agree to be bound by them;
- > You are either resident in, or a citizen of, the South Africa or have otherwise complied with all applicable legal requirements in any other jurisdiction necessary for you to lawfully make use of the Service.
- > You agree to use this Service only for lawful purposes and you will be liable to Computershare and/or the Company for any loss or damage suffered as a result of you using the Service for unlawful purposes.

## 13 GOVERNING LAW

These terms and conditions shall be governed by and construed in accordance with South African law. You agree that in the event of a dispute the South African courts shall have jurisdiction.

v4 Feb 2011