

CONTRACTS

BCS Legal entity name	Customer Name (Full legal entity name)	Agreement name/details	Agreement date	Termination Date	Change of control clause	BEE clause
Business Connexion (Pty) Ltd	Department of Water Affairs	Master Information Technology Outsourcing Services Agreement	15 February 2013	31 March 2018	In terms of clause 41.1.2 of the Master Information Technology Outsourcing Services Agreement, the Company may upon the change of control of Business Connexion, terminate the Master Information Technology Outsourcing Services Agreement upon 90 days prior written notice to Business Connexion; In terms of clause 41.1.2 Business Connexion will notify the Company of a change of control at the earliest possible date.	Must maintain current BEE status or better to avoid result in material breach (was level 3 when the contract was signed).
Business Connexion (Pty) Ltd	Sasol Group Services (Pty) Ltd	ICT Services Agreement (Bundle 4)	01 December 2009	B7- April 2017, B8 -Sep 2015, B4 -Jan 2015	In terms of clause 50.2 of the ICT Services Agreement, the Company may upon the change of control of Business Connexion, terminate the ICT Services Agreement upon 90 days prior written notice to Business Connexion; In terms of clause 31.2, Business Connexion will notify the Company of a change of control at the earliest possible date.	The B4 agreement required us to start off as level 5 and move to level 4 within one year this must be maintained, we cannot move downwards, this would allow them to terminate.
Business Connexion (Pty) Ltd	Sasol Group Services (Pty) Ltd	ICT Services Agreement (Hosted Services and Applications)	01 June 2012	31 January 2017	In terms of clause 31.2 of the Applications and Hosted Services ICT Agreement, the Company may upon the change of control of Business Connexion, terminate the Applications and Hosted Services ICT Agreement upon 90 days prior written notice to Business Connexion; In terms of clause 31.2, Business Connexion will notify the Company of a change of control at the earliest possible date.	The new Applications and hosting ICT Agreement requires us to be on a level 3 and we must maintain that for the duration of the agreement

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Business (Pty) Ltd Connexion	Sasol Group Services (Pty) Ltd	Memorandum of Agreement availability Financial Reporting service (S34)	01 December 2009	30 June 2014	In terms of clause 31.2 of the Memorandum of Agreement High-availability Hosted Financial Reporting service (S34), the Company may upon the change of control of Business Connexion, terminate the Memorandum of Agreement High-availability Hosted Financial Reporting service (S34) upon 90 days prior written notice to Business Connexion in terms of clause 31.2, Business Connexion will notify the Company of a change of control at the earliest possible date	The B4 agreement required us to start off as level 5 and move to level 4 within one year this must be maintained, we cannot move downwards, this would allow them to terminate.
Business (Pty) Ltd Connexion	The South African Breweries Limited	Master ICT Agreement	26 March 2012	01 December 2014	In terms of clause 16.2.2 of the Master ICT Agreement, if either Party, without the prior written consent of the other Party, undergoes a change in its shareholding or members' interest directly or indirectly so that a new person owns the majority of its voting share capital or members' interest, then the other party shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement, to: - enforce specific performance of the terms of this Agreement; or - subject to clause 16.2.2, cancel this Agreement; and	No Clause

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Business (Pty) Ltd Connexion	Vodacom (Pty) Ltd	Master Agreement Services	01 February 2003	01 December 2014	In terms of clause 22.1 of the MSA Agreement, if either Party, without the prior written consent of the other Party, undergoes a change in its shareholding or members' interest directly or indirectly so that a new person owns the majority of its voting share capital or members' interest, then the other party shall be entitled, in addition to and without prejudice to any other right it may have in law or in terms of this Agreement, to: - enforce specific performance of the terms of this Agreement; or - subject to clause 2.1 (and specified in each SOW), cancel this Agreement; and - in either event, subject to clause 12, recover such damages as it may have sustained;	No Clause
Business (Pty) Ltd Connexion	Edcon (Pty) Ltd	Master Agreement Services	05 July 2007	Edcon is made up of several different agreements each detailing specific services and timelines	In terms of clause 30.2 of the Master Services Agreement, the Company may upon the change of control of Business Connexion, terminate the Master Services Agreement upon 30 days prior written notice to Business Connexion; In terms of clause 30.2, Business Connexion will notify the Company of a change of control at the earliest possible date.	No Clause
Business (Pty) Ltd Connexion	Transunion (Pty) Ltd Africa	Master Agreement Services	01 July 2012	31 December 2014	In terms of clause 36.1 of the Master Services Agreement, if either Party, without the prior written consent of the other Party, undergoes a change in its shareholding or members' interest directly or indirectly so that a new person owns the majority of its voting share capital or members' interest, then the other party shall be entitled, in addition to and without prejudice to any other right	No Clause

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Business Connexion (Pty) Ltd	BHP Billiton Energy Coal South Africa (Proprietary) Limited	Outsourced Services Agreement	14 December 2012	28 February 2015	<p>It may have in law or in terms of this Agreement, to:</p> <ul style="list-style-type: none"> - enforce specific performance of the terms of this Agreement; or - subject to clause 31.1, cancel this Agreement; and - in either event, subject to clause 31.1, recover such damages as it may have sustained; 	No Clause
Business Connexion (Pty) Ltd	BHP Billiton SA Limited	Technology Outsourcing Agreement	05 May 2010	31 June 2014	<p>In terms of clause 84.4.c of the Outsourced Services Agreement, the Company may upon the change of control of Business Connexion, terminate the Outsourced Services Agreement upon 90 days prior written notice to Business Connexion;</p> <p>In terms of clause 84.4.c, Business Connexion will notify the Company of a change of control at the earliest possible date.</p>	No Clause
Business Connexion (Pty) Ltd	Samancor Manganese (Proprietary) Limited	Technology Outsourcing Agreement	05 May 2010	31 June 2014	<p>In terms of clause 40.1.1 of the Technology Outsourcing Agreement, the Company may upon the change of control of Business Connexion, terminate the Technology Outsourcing Agreement upon 30 days prior written notice to Business Connexion;</p> <p>In terms of clause 40.1.1, Business Connexion will notify the Company of a change of control at the earliest possible date.</p>	No Clause

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Business (Pty) Ltd	Connexion	Services Agreement	30 August 2011	01 February 2015	Connexion will notify the Company of a change of control at the earliest possible date; In terms of clause 29.1.7 of the Services Agreement, the Company may terminate the Services Agreement upon 30 (thirty) days prior written notice to Business Connexion upon the change of control of Business Connexion that affects its ability to provide the Services or creates a conflict of interest	No Clause
Business (Pty) Ltd	Connexion	Master Outsourcing Agreement	03 February 2014	01 December 2016	49. Transfer of rights and obligations 49.1 No party, except as agreed to in terms of clause 1 may transfer any of its right or obligations under this contract without the consent of the other party. 27. Cancellation 27.1 "Service Provider Event of Default" means any of the following events: 27.1.1 the Service Provider or its Guarantor (if any) undergoes a change of control which may impact on the Service Provider ability to properly fulfil its obligations under this Contract or where such change of control is to a competitor of Sanlam Life within 30 (thirty) days once it is to be made public. "Change of control" includes any of the following relating to the Service Provider: 27.1.1.1 the beneficial ownership, directly or indirectly, of the majority of the issued shares of the Service	27. Cancellation 27.1.7 failure of the Service Provider to be B-BBEE Accredited, that: 27.1.7.1 if the Service Provider fails to maintain a minimum of a level 3 B-BBEE Accredited rating, such failure persists for more than 12 (twelve) months; 27.1.7.2 if a change in or its new B-BBEE charter coming into force results in the Service Provider no longer being B-BBEE Accredited, or Service Provider was B-BBEE Accredited but is no longer so accredited, and the Service Provider fails to again become B-BBEE Accredited with 12 months thereof

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					Provider. 27.1.1.2 the right, through direct or indirect shareholding, by contract, or otherwise, directly or indirectly, to control the composition of the board of directors and/or management of the Service Provider or the direction of its policies, and "Control" and its derivatives have a similar meaning:	

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BCG Legal entity name	Customer Name (full legal entity name)	Agreement name/details	Agreement date	Termination Date	Change of control clause	BEE clause
UCS Solutions (Proprietary) Limited	Massstores (Pty) Ltd Va Makro SA	Service - Reference No. SOL_MAK_S01 (ISM, LAN, ESH, OGRC, EUS, SAP AS, JDA, EISS, MOATS, Contract	01 November 2012	31 October 2016	BRA (UCS_228) - Clause 24. Neither Party shall assign or otherwise transfer the benefit or burden of this Agreement to any person without the prior consent of the other Party, which consent shall not be unreasonably withheld.	Clause 6.1 - UCS Solutions are required to ensure that they meet certain black economic empowerment representation targets. Accordingly, Client requires that UCS Solutions provide Client with a valid verification certificate in accordance with the Codes of Good Practice published in terms of the Broad-Based Black Economic Empowerment Act 53 of 2003, as soon as reasonably possible after the signature date hereof and annually thereafter. UCS undertakes that it shall for the duration of this Agreement endeavour to at least maintain the status so described in such verification certificate at approximately the same level for the duration of this Agreement. Clause 6.2 - Should any circumstance or event occur or arise which would detract from the level of broad based black economic empowerment set out in clause 6.1 above, UCS Solutions shall implement such reasonable steps as may be necessary in an effort to remediate the reduction in its level of compliance.
UCS Solutions (Proprietary) Limited	BRA = Massstores (Pty) Ltd Va Builders Warehouse; Service Contracts = Massbuild (Pty) Ltd Va Builders Warehouse; Builders Express and Builders Trade Depot	Service - Reference No. SOL_BW_S01 (ISM, LAN, ESH, OGRC, SAP AS, JDA)	01 January 2012	31 December 2014	BRA (UCS_300) - Clause 27. Neither Party shall assign or otherwise transfer the benefit or burden of this Agreement to any person without the prior consent of the other Party, which consent shall not be unreasonably withheld.	No Clause

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UCS Solutions (Proprietary) Limited	Pick 'n Pay Retailers (Proprietary) Limited	Contract Services - Ref No. SOL_Pnp_S02 (ISM)	01 March 2012	28 February 2015	MA (UCS_926) - Clause 30 - Neither Party shall be entitled to cede, delegate, assign or in any other manner dispose of any of its rights or obligations arising out of this Agreement without the prior written approval of the other Party, which may withhold its approval in its sole and absolute discretion, provided that to the extent that any such cession, delegation, assignment or disposal relates to an amalgamation or genuine restructuring of the first-mentioned Party or any group of companies of which it is a part, then the other Party's approval shall not be unreasonably withheld. This clause shall be binding on the liquidator, judicial manager or trustee (whether provisional or final) of such Party.	No Clause
UCS Solutions (Proprietary) Limited	Pick 'n Pay Retailers (Proprietary) Limited	Consulting Services Agreement for the Provision of Application Management Services - Terms of Reference number Sol_Pick 'n Pay_S04	01 December 2013	28 February 2017	MA (UCS_926) - Clause 30 - Neither Party shall be entitled to cede, delegate, assign or in any other manner dispose of any of its rights or obligations arising out of this Agreement without the prior written approval of the other Party, which may withhold its approval in its sole and absolute discretion, provided that to the extent that any such cession, delegation, assignment or disposal relates to an amalgamation or genuine restructuring of the first-mentioned Party or any group of companies of which it is a part, then the other Party's approval shall not be unreasonably withheld. This clause shall be binding on the liquidator, judicial manager or trustee (whether provisional or final) of such Party.	No Clause

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CEB Maintenance Africa (Pty) Ltd	Shoprite Checkers (Proprietary) Limited	Services Agreement	01 October 2011	Quote based business	In terms of clause 19.3 of the Master Maintenance Services Agreement, the Customer may terminate this agreement, or any services order, if there is a Change in Control of the Supplier such that control over Supplier, either directly or indirectly, vests in a competitor of the Company. Business Connexion has notified the Company that Business Connexion Group Limited (Registration Number 1988/005262/06) ("BCG") shall propose schemes of arrangement in terms of section 114(1)(c) of the Companies Act 71 of 2008 pursuant to which Telkom SA SOC Limited (Number 1991/005476 / 30) will acquire the entire issued ordinary share capital of BCG. (the "Proposed Transaction").	No Clause

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