

ANNEXURE A

JF Mouton Familietrust

and

PSG Group Limited

Case Number: LM022May22

CONDITIONS

1. DEFINITIONS

The following expressions shall bear the meaning assigned to them below and cognate expressions bear a corresponding meaning:

- 1.1. **“Acquiring Firm”** means JF Mouton Familietrust;
- 1.2. **“Affected Employees”** means the three (3) highly skilled executives holding positions of top management, and who are extremely well placed to find alternative work, should they elect to do so;
- 1.3. **“Approval Date”** means the date referred to in the Competition Commission's clearance certificate (Form CC 15);
- 1.4. **“Commission”** means the Competition Commission of South Africa;
- 1.5. **“Competition Act”** means the Competition Act 89 of 1998, as amended;
- 1.6. **“Conditions”** means these conditions;
- 1.7. **“Day”** means any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;
- 1.8. **“Employee”** has the same meaning as in the LRA;

- 1.9. **“Employees Likely To Be Retrenched”** means a total of two (2) employees identified by the merging parties to be potentially retrenched within two (2) years after the proposed transaction;
- 1.10. **“Implementation Date”** means the date, occurring after the Approval Date, on which the Merger is implemented by the Merging Parties;
- 1.11. **“LRA”** means the Labour Relations Act 66 of 1995, as amended;
- 1.12. **“Merging Parties”** means the Acquiring Firm and the Target Firm;
- 1.13. **“Merger”** means the acquisition of control by the Acquiring Firm over the Target Firm; and
- 1.14. **“Target Firm”** means PSG Group Limited.

2. CONDITIONS

- 2.1. The merged entity undertakes not to retrench any employees, other than the Affected Employees, as a result of the proposed transaction for a period of 2 (two) years from the implementation date of the proposed transaction.
- 2.2. For the sake of clarity, retrenchments for purposes of this undertaking, will not include: (i) voluntary separation arrangements; (ii) voluntary early retirement packages; (iii) unreasonable refusals to be redeployed in accordance with the provisions of the Labour Relations Act 66 of 1995; (iv) resignations or retirements in the ordinary course of business; (v) retrenchments lawfully effected for operational requirements unrelated to the proposed transaction; and (vi) terminations in the ordinary course of business, including but not limited to, dismissals as a result of misconduct or poor performance.

3. MONITORING OF COMPLIANCE WITH THE CONDITIONS

- 3.1. The Merging Parties shall circulate a copy of the Conditions to all Employees and/or their respective representatives in South Africa within 5 (five) Days of the Approval Date.

- 3.2. As proof of compliance with the Conditions **Error! Reference source not found.**, the merged entity shall, within 10 (ten) Days of circulating the Conditions, provide the Commission with an affidavit from a director employed by each of the Merging Parties attesting to the circulation of the Conditions and attach copies of said notices.
- 3.3. The Merging Parties shall inform the Commission of the Implementation Date within 5 (five) Days of its occurrence.
- 3.4. In the event that the Employees Likely to Be Retrenched have been retrenched by the Implementation Date, the Merging Parties shall submit to the Commission a list of these Employees (with contact details) within 10 (ten) Days of the Implementation Date.
- 3.5. As proof of further compliance with the Conditions, on the anniversary of the Approval Date, each of the Merging Parties shall submit an affidavit from a director employed by the relevant Merging Party, attesting to compliance with the Conditions.

4. APPARENT BREACH

- 4.1. In the event that the Commission receives a complaint in relation to non-compliance with the Conditions or discovers that there has been an apparent breach of these Conditions, this shall be dealt with in terms of Rule 37 of the Rules for the Conduct of Proceedings in the Competition Tribunal read together with Rule 39 of the Rules for the Conduct of Proceedings in the Competition Commission.

5. VARIATION

- 5.1. The Commission or the Merging Parties may at any time, on good cause shown, apply to the Competition Tribunal for the Conditions to be lifted, revised or amended.

6. GENERAL

- 6.1. All correspondence in relation to these Conditions must be submitted to the

following e-mail address: mergerconditions@compcom.co.za.