

In the transaction involving:

Vodacom (Pty) Ltd

and

Altech Autopage, a division of Altron TMT (Pty) Ltd

Case No.: LM185Nov15

ANNEXURE A

CONDITIONS

1. INTERPRETATION

- 1.1. The headings of the clauses in this **Annexure "A"** are for the purpose of convenience and reference only, and shall not be used in the interpretation of, or to modify or amplify, the terms of the Competition Tribunal of South Africa's decision to which this document is annexed.
- 1.2. In this **Annexure "A"**, unless a contrary intention clearly appears, words importing:
 - 1.2.1. any one gender include the other genders;
 - 1.2.2. the singular include the plural and *vice versa*; and
 - 1.2.3. natural persons include legal persons and *vice versa*.
- 1.3. The following terms shall have the meanings assigned to them hereunder and in any Annexure to it, and cognate expressions shall have corresponding meanings, namely:
 - 1.3.1. **"the Act"** - means the Competition Act 89 of 1998, as amended;
 - 1.3.2. **"Acquiring Firm"** - means Vodacom Proprietary Limited;
 - 1.3.3. **"the Affected Employees"** – means all employees within the employ of Altech Autopage as at the Merger Approval Date who have entered into voluntary separation arrangements with separation packages who have not already been redeployed within the Altron Group, do not already have confirmed redeployment opportunities within the Altron Group post their employment termination date at Altech Autopage, and who have not already resigned;

- 1.3.4. **"Altech Autopage"**- means Altech Autopage Cellular, a division of Altron TMT Proprietary Limited;
- 1.3.5. **"Altech Autopage's Cell C Subscriber Base"** – means Altech Autopage's post-paid subscriber base subscribed to the Cell C network;
- 1.3.6. **"Altech Autopage's MTN Subscriber Base"** – means Altech Autopage's post-paid subscriber base subscribed to the MTN network;
- 1.3.7. **"Altech Autopage's Vodacom Subscriber Base"** – means Altech Autopage's post-paid subscriber base subscribed to the Vodacom network;
- 1.3.8. **"Altron"** – means Allied Electronics Corporation Limited;
- 1.3.9. **"Altron TMT"** – means Altron TMT Proprietary Limited;
- 1.3.10. **"the Altron Group"**- means Allied Electronics Corporation Limited and its subsidiaries;
- 1.3.11. **"Cell C"** – means Cell C Proprietary Limited;
- 1.3.12. **"the Commission"**- means the Competition Commission of South Africa;
- 1.3.13. **"Conditions"** means these conditions;
- 1.3.14. **"CV"** – means Curriculum Vitae;
- 1.3.15. **"Days"**- means business days;
- 1.3.16. **"EAP"** – means Employee Assistance Programme covering the following counselling services:
 - 1.3.16.1. An unlimited 24 hour support line with multilingual support from qualified EAP counsellors;
 - 1.3.16.2. Offsite face to face counselling, as well as referrals to qualified treatment professionals when the support line EAP counsellor has determined that the individual is in need of further treatment. This includes up to a maximum of 10 sessions per employee per incident per year;
 - 1.3.16.3. Onsite face to face counselling is provided. An EAP counsellor is present onsite once per month, or more frequently based on the need of the business, to provide face-to-face counselling;

- 1.3.16.4. Workplace trauma intervention provided by Kaelo Counselling which includes crisis intervention support to employees. The service includes care calls and onsite debriefing, containment and counselling. High risk employees are referred for specialised telephonic or face to face counselling;
- 1.3.16.5. Unlimited telephonic legal advice and a half an hour face to face consultation per incident is provided to employees; and
- 1.3.16.6. Unlimited telephonic financial advice and telephonic assistance as well as access to a range of services, including online tools;
- 1.3.17. **"Implementation Date"** - means the date on which the Merger is implemented;
- 1.3.18. **"Merger"**- means the acquisition of control by Vodacom over Altech Autopage's Vodacom Subscriber Base;
- 1.3.19. **"Mergers"** - means
 - 1.3.19.1. the acquisition of control by Vodacom over Altech Autopage's Vodacom Subscriber Base in terms of section 12 of the Act;
 - 1.3.19.2. the acquisition of control by MTN over Altech Autopage's MTN Subscriber Base; and
 - 1.3.19.3. the acquisition of control by Cell C over Altech Autopage's Cell C Subscriber Base;
- 1.3.20. **"Merger Approval Date"**- the date on which the Tribunal approves the Merger as referred to in the Merger Clearance Certificate (Form CT10);
- 1.3.21. **"Merging Parties"** – means Vodacom and Altech Autopage;
- 1.3.22. **"MTN"** – means Mobile Telephone Networks Proprietary Limited;
- 1.3.23. **"Nashua Mobile"** – means Nashua Mobile Proprietary Limited;
- 1.3.24. **"the Nashua Mobile Transaction"** – means in the matter between Vodacom and Nashua Mobile in respect of the Nashua Mobile Vodacom Subscriber Base (which matter was approved by the Tribunal under Case no 019034);
- 1.3.25. **"Training Initiatives"** – means
 - 1.3.25.1. A job searching skills workshop focussed on covering CV updates, interview skills etc;

- 1.3.25.2. Onsite Microsoft Excel training;
- 1.3.25.3. Financial wellness workshops covering budgeting basics and pension / provident fund information;
- 1.3.25.4. Motivational sessions;
- 1.3.25.5. Managerial emotional support coaching workshops;
- 1.3.25.6. Soft skills online training courses;
- 1.3.25.7. Onsite Microsoft Word training;
- 1.3.25.8. Onsite Microsoft PowerPoint training;
- 1.3.25.9. Medical aid information sessions; and
- 1.3.25.10. General assistance with CVs and job interviews;
- 1.3.26. **"the Tribunal"** - means the Competition Tribunal of South Africa;
- 1.3.27. **"Vodacom"** – means Vodacom Proprietary Limited; and
- 1.3.28. **"Vodacom HR"** – means Vodacom's Human Resources department.

2. **CONDITIONS**

2.1. **CONDITIONS APPLICABLE TO VODACOM**

Vodacom must for a period of 12 (twelve) months after the date of transfer of Altech Autopage's Vodacom Subscriber Base, use all reasonable endeavours to fulfil the undertakings listed hereunder:

- 2.1.1. Vodacom undertakes that when an external vacancy arises to be filled within Vodacom, it will forward a batch communicate via SMS and email to all the Affected Employees per specific job category, providing such Affected Employees with the information and details of the position as well as contact details as to whom to contact within Vodacom HR to enable them to apply should they wish to do so. Under all circumstances the onus will rest on the Affected Employees to apply for vacant positions.
- 2.1.2. Should an Affected Employee meet the relevant criteria and job requirements in terms of qualification, experience and skills required, the application will be facilitated through Vodacom HR.

- 2.1.3. In the event that two equally qualified and skilled individuals apply for a position, Vodacom may select and will give preference to the Affected Employees subject to existing Vodacom Labour Law practices and policies. Furthermore, in the event that there are two Affected Employees who apply for the same position, Vodacom may select one of them in its sole discretion, subject to employment legislation and existing Vodacom Labour Law practices and policies.
- 2.1.4. Notwithstanding the obligations placed on Vodacom by virtue of its undertaking in the abovementioned paragraph, Vodacom will give preference to its obligations under and in terms of the undertakings provided by Vodacom in the Nashua Mobile Transaction in the event that a conflict arises between the undertakings contemplated herein and the undertakings provided by Vodacom in the Nashua Mobile Transaction.

2.2. CONDITIONS APPLICABLE TO ALTECH AUTOPAGE / THE ALTRON GROUP

- 2.2.1. The Altron Group will make offers of redeployment to 86 employees (this includes 56 employees who have already been redeployed to the Altron Group from 1 March 2015 to 11 February 2016 and 30 employees who have redeployment opportunities in the Altron Group post their employment termination dates) (this will be a total number of 86 employees in terms of the conditions imposed on Altech Autopage in all the Mergers as defined in these conditions) to be redeployed to other entities within the Altron Group subject to -
- 2.2.1.1. agreements being concluded between the aforementioned employees and the relevant entity within the Altron Group concerned; and
- 2.2.1.2. the employees not refusing such offers of redeployment.
- 2.2.2. Altech Autopage will continue to make the Training Initiatives available to all the employees within the employ of Altech Autopage as at the Merger Approval Date until the Implementation Date. It is recorded that the Training Initiatives have already been made available to all employees of Altech Autopage for at least a year preceding the date on which the conditions contemplated herein have been proposed by Altech Autopage.
- 2.2.3. Altech Autopage will make available the EAP to all employees within Altech Autopage within the employ of Altech Autopage as well as their direct families as at the Merger Approval Date until the Implementation Date and for a period

of 3 calendar months thereafter. It is further recorded that the EAP has already been made available to all the employees of Altech Autopage as well as their direct families for at least a year preceding the date on which the conditions contemplated herein have been proposed by Altech Autopage.

- 2.2.4. Altech Autopage shall, within 7 (seven) days of the date of transfer of the Altech Autopage Vodacom Subscriber Base to Vodacom, provide Vodacom with a detailed list of the Affected Employees in the employ of Altech Autopage as at the Merger Approval Date, reflecting the full names, current job title, one line job description and contact details, i.e. email address and mobile telephone number, of the Affected Employees; and
- 2.2.5. Altech Autopage shall provide Vodacom with written consent by all Affected Employees that they consent to receiving vacancy communications from Vodacom for the duration of the undertaking period.

2.3. CONDITIONS APPLICABLE TO THE ALTRON GROUP

For a period of 12 (twelve) months after the Implementation Date, Altron TMT must use all reasonable endeavours to fulfil the undertakings listed hereunder:

- 2.3.1. When an external vacancy arises to be filled within the Altron Group, a batch communique *via* SMS and/or email will be forwarded to all Affected Employees providing such Affected Employees with the information and details of the position as well as contact details as to whom to contact within the Altron Group to enable them to apply should they wish to do so. Under all circumstances the onus will rest on the Affected Employees to apply for a vacant position.
- 2.3.2. Should an Affected Employee meet the relevant criteria and job requirements in terms of qualification, experience and skills required, the application will be facilitated through the relevant entity within the Altron Group.
- 2.3.3. In the event that two equally qualified and skilled individuals apply for a position, the relevant entity within the Altron Group may select and will give preference to the Affected Employees subject to existing Altron Labour Law practices and policies. Furthermore, in the event that there are two Affected Employees who apply for the same position, the relevant entity within the Altron Group may select one of them in its sole discretion, subject to employment legislation and existing Altron Labour Law practices and policies.
- 2.3.4. Notwithstanding the obligations placed on the Altron Group by virtue of its undertakings above, in the event that the Altron Group seeks to fill a vacancy,

first preference will be given to any employees who have been retrenched from entities within the Altron Group prior to these Conditions.

3. MONITORING: VODACOM

- 3.1. Vodacom shall inform the Commission of its efforts in terms of the Conditions in paragraph 2.1 above and the results thereof within 3 months after the expiry of a period of 12 (twelve) months after the date of transfer of Altech Autopage's Vodacom Subscriber Base.
- 3.2. In the event that the Commission receives any complaint in relation to non-compliance with these Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach will be dealt with in terms of Rule 39 the Commission will issue a Notice of Apparent Breach in terms of the Rules.
- 3.3. All correspondence in relation these Conditions should be forwarded to: mergerconditions@compcom.co.za

4. MONITORING: ALTECH AUTOPAGE AND ALTRON

- 4.1. Altech Autopage shall circulate a copy of these Conditions to all employees within its employ as at the Merger Approval Date within 7 (seven) business days from the Merger Approval Date.
- 4.2. As proof of compliance thereof, Altech Autopage shall within 7 (seven) business days of circulating the Conditions to its employees as per paragraph 4.1 above, provide the Commission with an affidavit by a senior official of Altech Autopage attesting to the circulation of the Conditions and attach a copy of the notice sent.
- 4.3. Altech Autopage shall notify the Commission of the Implementation Date within 30 (thirty) days thereof.
- 4.4. Altron TMT shall advise the Commission, by no later than 3 (three) months of the Implementation Date of:
 - 4.4.1. The Altron Group's efforts to redeploy employees of Altech Autopage as contemplated in these Conditions and the results of such efforts; and
 - 4.4.2. The Altron Group's efforts made in respect of the Training Initiatives and EAP contemplated in terms of these Conditions.
- 4.5. Altron TMT shall inform the Commission of its efforts in terms of the Conditions in paragraph 2.2 above and the results thereof within 3 months after the expiry of a period of 12 (twelve) calendar months of the Merger Approval Date.

- 4.6. In the event that the Commission receives any complaint in relation to non-compliance with these Conditions, or otherwise determines that there has been an apparent breach by the Merging Parties of these Conditions, the breach will be dealt with in terms of Rule 39 of the Commission will issue a Notice of Apparent Breach in terms of the Rules.
- 4.7. All correspondence in relation these Conditions should be forwarded to: mergerconditions@compcom.co.za.