

SAICA SPECIAL GENERAL MEETING E-VOTING TERMS AND CONDITIONS

These Terms and Conditions apply to your use, as a Member of SAICA, of the e-Voting Service and Webcast, to participate at the SAICA Special General Meeting (SGM).

1. Definitions

- 1.1. Unless the context indicates otherwise, the words and expressions set out below shall have the following meaning:
 - 1.1.1. **Abstain** is the instance of declining/refusing to vote in Favour for or against a motion or proposed resolution at the SGM.
 - 1.1.2. **Against** in a direction opposite to the motion, or course of, or counter to and thus included in the Vote Security.
 - 1.1.3. **Chairman** means the SAICA Board Chairman.
 - 1.1.4. **Electronic Voting** is voting that uses electronic means to either aid or take care of casting and counting votes.
 - 1.1.5. **e-Voting Service** refers to the online voting services implemented by SAICA, which enables Members to participate at the SGM electronically.
 - 1.1.6. **Exercise** when used in relation to voting rights, includes voting by proxy, nominee, trustee or other person in a similar capacity.
 - 1.1.7. **In Favour For** to approve a motion or support a motion and thus included in the Vote Security.
 - 1.1.8. **Member(s)** refers to a member as defined in the SAICA Constitution.
 - 1.1.9. **Ordinary resolution** means a resolution of Members at a meeting at which a quorum is present in person or by proxy, and which requires more than 50% (fifty percent) of the votes cast to be in favour of the resolution.
 - 1.1.10. **Personal Information** refers to the meaning ascribed to it in the Protection of Personal Information Act 4 of 2013.
 - 1.1.11. **SAICA** refers to the South African Institute of Chartered Accountants, a body corporate not for gain established in terms of its own Constitution and incorporated in accordance with the laws of the Republic of South Africa.
 - 1.1.12. **Special Resolution** means a resolution of Members at a meeting at which a quorum is present in person or by proxy, and which requires more than 75% (seventy-five-percent) of the votes cast to be in favour of the resolution.
 - 1.1.13. **Voting** to provide adequate space for the Member attending in person or by proxy to indicate whether they Abstain from voting or their vote is in favour of or against on any resolution or resolutions to be put at the meeting.
 - 1.1.5. **Voting Power** with respect to any matter to be decided by a SAICA Member, means the voting rights that may be exercised in connection with that matter by a particular person, as a percentage of all such voting rights.
 - 1.1.6. **Voting Rights** each Member shall have 1 (one) vote, but on a poll shall in addition have 1 (one) vote for every Member for whom he or she holds a proxy. Each such Member shall have 1 (one) vote, but all Voting shall be by poll by those Members present in person or by proxy.
 - 1.1.7. **Vote Security** an eligible Member is allowed to vote and the vote is counted, and
 - 1.1.8. **Webcast** refers to the broadcast of the SGM over the internet to enable access to the proceedings of the SGM by Members during the SGM.
- 1.2. The words importing the feminine gender shall include the masculine and neuter genders.

2. **Rights and Obligations of Members**

- 2.1. A Member shall be eligible to cast a single vote per resolution:
 - 2.1.1. through the use of e-Voting Service at least 48 (forty-eight) hours prior to the commencement of the SGM, or
 - 2.1.2. at the SGM cast his/her vote per resolution tabled through the use of e-Voting Service for on-the-day voting.
- 2.2. A Member may appoint a proxy holder to cast votes on his/her behalf through the e-Voting Service.
- 2.3. If a Member has appointed a proxy holder, the Member shall be entitled to participate in person at the SGM, or via Webcast, but shall not be able to cast any votes on the e-Voting Service, unless the proxy vote has been revoked by the Member in terms of clause 4 (Proxy Revocation) below.
- 2.4. No Member shall be able to cast any votes prior to the on-the-day voting portal being activated or after the conclusion of the SGM.
- 2.5. Only bona fide SAICA Members in good standing shall be entitled to be present in person or by proxy at an SGM.
- 2.6. Members agree to:
 - 2.6.1. commit their one time pin to memory and not record it in any form including written or electronic.
 - 2.6.2. treat the one time pin as confidential and not to reveal same to any third party, and
 - 2.6.3. be vigilant and ensure no unauthorized access to their electronic devices occurs or leave such devices unattended whilst accessing the e-Voting Service.

3. **Registration and On-the-day Voting**

- 3.1. Registration on the e-Voting Service is required to enable the allocation of proxy votes and the appointment of a proxy holder.
- 3.2. The e-Voting Service will be activated to enable registration of proxy voting and the appointment of proxy holders on the day on which the Notice of the SAICA SGM is issued.
- 3.3. The e-Voting Service shall be open for allocation of proxy votes and appointment of proxy holders and shall close 48 (forty-eight) hours prior to the SGM.
- 3.4. On submission of the proxy votes and appointment of a proxy holder confirmation of the submission of the proxy votes and the details of the appointed proxy holder shall be sent to the Member.
- 3.5. Once the Member appoints a proxy holder and submits the proxy vote on the e-Voting Service, the proxy holder shall be informed of their appointment as proxy holder, and the number of proxies that have been allocated to that proxy holder.
- 3.6. The submission of the proxy votes and appointment of a proxy holder shall not preclude any Member from attending the SGM and speaking thereat. Should the Member wish to vote at the SGM, the Member shall be required to adhere to the provisions of clause 4 (Proxy Revocation) below.
- 3.8. Only Members who have not submitted their proxy votes (and appointed a proxy holder), and if submitted, have adhered to the provisions of clause 4 below (Proxy Revocation), are entitled to vote on the day at the SGM.
- 3.9. The procedure for voting at the SGM shall be announced by the Chairman during the course of the SGM.
- 3.10. A vote that any member exercises in the form of an Abstention shall not be considered when determining the total number of votes cast during the SGM. For the avoidance of doubt, an Abstention is disregarded for any vote counting or tallying of votes.

4. **Proxy Revocation**

4.1. Should a Member wish to revoke their proxy vote, they may do so by clicking the designated option within the e-Voting system to revoke the proxy vote, upon which confirmation of the revocation will be communicated to such a Member.

4.2. Members who have revoked their proxy votes are entitled to cast a new proxy vote before the SGM or cast their own vote on the day of the SGM.

5. **Disclosure of Personal Information**

5.1. Members agree and consent to the collection, processing and use of their Personal Information by SAICA for the purpose of participating at the SGM.

5.2. Members consent to the disclosure of such Personal Information by SAICA, in strict confidence, to other institutions, should it be reasonably necessary for reasons including, but not limited to, compliance with the law and/or for safety measures such as prevention of unauthorized access and/or breach and/or fraud in so far as such disclosure pertains to the use of the e-Voting Service and the Webcast.

6. **Liability**

6.1. SAICA shall not be liable to Members for the use of and/or any transactions executed on the e-Voting Service and Members hereby indemnify and hold SAICA harmless against any action, suit or proceedings initiated against them or any loss, cost or damages incurred as a result thereof.

6.2. SAICA shall under no circumstances be liable to Members if access is not available in the desired manner for reasons including, but not limited to, natural calamities, legal restraints, fault in telecommunication network or network failure or any other reason beyond SAICA's control.

6.3. Under no circumstances shall SAICA be liable for damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature, and whether sustained by Members or any other person.

6.4. Illegal or improper use of the e-Voting Service and Webcast by Members shall result in suspension of access to the e-Voting Service and Webcast, and Members shall be held liable for any damages incurred by SAICA.

7. **Recognition of e-Voting Service**

7.1. By using the e-Voting Service, Members agree that they have read, understood and accepted these terms and conditions.

7.2. These terms and conditions and/or the use of e-Voting Service and Webcast shall be governed by the laws of the Republic of South Africa.

7.3. Members consent to the exclusive jurisdiction of the high court located in Johannesburg, South Africa with regards to claims and/or disputes arising from the use of the e-Voting Service, Webcast and/or these terms and conditions.

8. **Attendance and Access Control**

8.1. Only bona fide SAICA members in good standing are eligible to attend a SAICA SGM, participate in the proceedings and vote at a SAICA SGM. Access to the SGM will be allowed only to members who present one of the following valid means of identification, namely:

8.1.1. South African Identification Card or Book; or

8.1.2. Passport; or

8.1.3. SAICA Membership Card; or

8.1.4. Driver's Licence.

9. **Changes to the Terms and Conditions**

SAICA shall, at its sole discretion, amend and/or supplement any of the terms and conditions for the e-Voting Service and Webcast, and will endeavour to give notice of such changes as and when they become available to its Members. It is the Members' responsibility to visit SAICA's website from time to time to ensure they are familiar with the most current version of these terms and conditions and agree to be bound by the revised terms and conditions as may be amended from time to time.