

AGENCY AGREEMENT

between

VISTA FINCO (RF) LIMITED
(in its capacity as Issuer)

and

ABSA BANK LIMITED
(acting through its Corporate and Investment Banking division)
(in its capacity as Calculation Agent, Paying Agent and Transfer Agent)

in respect of each Sub-Series under Transaction 1
established by Vista Finco (RF) Limited under its Issuer Programme



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1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates the contrary intention, a word or expression which denotes –

1.1.1 any gender shall include the other gender;

1.1.2 a natural person shall include an artificial or juristic person and *vice versa*; and

1.1.3 the single shall include the plural and *vice versa*.

1.2 The Common Terms Agreement signed by, among others, the parties to this Agreement (as amended, novated and/or substituted from time to time in accordance with its terms) is expressly and specifically incorporated into this Agreement.

1.3 Unless the context indicates otherwise, terms and expressions not separately defined in this Agreement shall, in this Agreement, bear the meanings given to them



in the Programme Memorandum dated 22 July 2022 (as amended or supplemented in accordance with its terms) and in the Applicable Transaction Supplement, as the case may be.

1.4 The following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

1.4.1 **"Agents"** – collectively, the Calculation Agent, the Paying Agent and the Transfer Agent and **"Agent"** shall mean any one of them as the context may require;

1.4.2 **"Agreement"** – the calculation, paying and transfer agency agreement as set out in this document and the annexures hereto;

1.4.3 **"Applicable Pricing Supplement"** – each applicable pricing supplement in relation to each Sub-Series of Notes to be issued under Transaction 1;

1.4.4 **"Applicable Transaction Supplement"** – the applicable transaction supplement issued by the Issuer in relation to the Transaction 1;

1.4.5 **"Common Terms Agreement"** - the common terms agreement in relation to Transaction 1 entered into or to be entered into between, *inter alios*, the Issuer, the Security SPV, the Administrator, the Calculation Agent, the Paying Agent, the Transfer Agent, the Dealer, the Arranger and the Account Bank;

1.4.6 **"Settlement Agent"** - those Participants which are approved by the Central Securities Depository under the terms of the rules and operating procedures of the Central Securities Depository, as settlement agents to perform electronic settlement of funds and scrip on behalf of market participants; and

1.4.7 **"Terms and Conditions"** - the terms and conditions of each Sub-Series of Notes, being the terms and conditions of the Notes as set out in the Programme Memorandum, read with the Applicable Transaction Supplement and the Applicable Pricing Supplements.



- 1.5 If there is any conflict between the provisions of the Common Terms Agreement and the provisions of this Agreement, the provisions of this Agreement shall prevail with the exception of clause 3 of the Common Terms Agreement which shall, in any case, prevail.

2 INTRODUCTION

- 2.1 The Issuer has established the Issuer Programme.
- 2.2 The Issuer intends issuing one or more Sub-Series of Notes and entering into various Transaction Documents in relation to Transaction 1.
- 2.3 The Issuer wishes to appoint the Calculation Agent, the Paying Agent and the Transfer Agent to provide certain services to the Issuer in relation to each Sub-Series of Notes under Transaction 1, and each of the Calculation Agent, the Paying Agent and the Transfer Agent is willing to accept such appointment.
- 2.4 The Issuer, the Calculation Agent, the Paying Agent and the Transfer Agent wish to regulate their relationship in relation to each Sub-Series under Transaction 1 and all matters incidental thereto on the terms and conditions set out in this Agreement.

3 APPOINTMENT OF TRANSFER AGENT, PAYING AGENT AND CALCULATION AGENT

- 3.1 The Transfer Agent is hereby appointed, and the Transfer Agent hereby agrees to act, as agent of the Issuer in relation to each Sub-Series upon the terms and subject to the conditions set out below, for the purposes of, performing all the functions and duties in relation to each Sub-Series of Notes imposed upon the Transfer Agent by the Terms and Conditions and this Agreement, in accordance with the provisions of the Companies Act.
- 3.2 The Paying Agent is hereby appointed, and the Paying Agent hereby agrees to act, as agent of the Issuer in relation to each Sub-Series upon the terms and subject to the conditions set out below, for the purposes of, *inter alia*, paying or procuring the payment of sums due in relation to each Sub-Series of Notes in accordance with the Terms and Conditions and this Agreement.



- 3.3 The Calculation Agent is hereby appointed, and the Calculation Agent hereby agrees to act, as agent of the Issuer in relation to each Sub-Series upon the terms and subject to the conditions set out below, for the purposes of performing all calculation functions and duties imposed upon the Calculation Agent by the Terms and Conditions and this Agreement.
- 3.4 In acting in terms of this Agreement and in connection with each Sub-Series of Notes, the Paying Agent shall act solely as agent of the Issuer and will not thereby assume any obligations towards or relationship of agency or trust for or with any holders of a Sub-Series of Notes, except that all funds placed at the disposal of the Paying Agent for payment to the Noteholders shall be held on behalf of the Issuer, to be applied as set forth herein.
- 3.5 Each Agent hereby undertakes to the Issuer to perform such obligations and duties, and shall be obliged to perform such duties and only such duties, as are herein, in the Terms and Conditions and in the Applicable Procedures specifically set forth, and no implied duties or obligations shall be read into this Agreement or the Sub-Series of Notes against that Agent other than the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent professional agent in comparable circumstances.
- 3.6 Each Agent shall be protected and shall incur no liability or in respect of any action taken, omitted or suffered in reliance upon any instruction, request or order from the Issuer or any notice, resolution, direction, consent, certificate, affidavit, statement, cable, or other paper or document which it reasonably believes upon proper investigation to be genuine and to have been delivered, signed or sent by the proper party or parties or upon written instructions, including by electronic means, from the Issuer, after due and reasonable enquiry.
- 3.7 An Agent and its officers, directors and employees may become the owner of, or acquire any interest in, any Sub-Series of Notes with the same rights that they or he would have if that Agent concerned was not appointed under the terms of this Agreement, and may engage or be interested in any financial or other transaction with the Issuer and may act on, or as depository, trustee or agent for, any committee or body of holders of that Sub-Series of Notes or in connection with any other



obligations of the Issuer as freely as if that Agent was not appointed in terms of this Agreement.

3.8 Each Agent agrees to allow the internal audit personnel of the Issuer as well as the Issuer's external auditors to perform regular audits on the records, systems and documents in the possession of the that Agent, which pertain to this Agreement and the role of the Transfer Agent, the Paying Agent and the Calculation Agent, as the case may be, as agents to the Issuer in terms of this Agreement.

3.9 Each Agent hereby warrants that it carries and will continue to carry, for so long as they are party to this Agreement, sufficient and proper insurance in relation to any breach by it of its obligations under this Agreement, the Terms and Conditions, as well as the Applicable Procedures.

4 REGISTER AND TRANSFER OF NOTES

4.1 The Transfer Agent shall, in relation to each Sub-Series of Notes, –

4.1.1 maintain a Register at its Specified Office. Subject to the provisions of 4.1.4 below, the Register shall contain the names, address and bank account details of the registered Noteholders in respect of each Sub-Series of Notes, the Principal Amount of the Notes issued to any Noteholder, the date of such issue and the date upon which the Noteholder became registered as such. The Register shall further contain the serial numbers of Certificates issued in the case of certificated Notes and all cancellations of Notes, whether the Notes in that Sub-Series are certificated or uncertificated in form;

4.1.2 register all transfers of Notes;

4.1.3 accept Notes represented by Certificates (if any) delivered to it, accompanied by a Transfer Form satisfactory to the Transfer Agent, as well as complying with any South African legislative requirements for such Transfer Form, and duly executed by the transferor and the transferee thereof (or their attorneys duly authorised in writing) for the transfer or exchange of all or part of the Notes represented by such Certificate in accordance with the Terms and Conditions;



- 4.1.4 in the case of Notes in uncertificated form, record in the Register, the total number and where applicable, the nominal value of the Notes issued by it in uncertificated form. The Issuer's uncertificated securities register shall be administered and maintained by the Central Securities Depository or a Participant, in accordance with the Companies Act, the Financial Markets Act and the rules and operating procedures of the Central Securities Depository;
- 4.1.5 in the case of certificated Notes, the Register shall contain the name of the person that so requested the issue of a Certificate pursuant to Condition 13.1 of the Terms and Conditions. Certificates shall be issued without charge by the Issuer, save as otherwise provided in the Terms and Conditions;
- 4.1.6 prepare all such lists of Noteholders as may be required by the Issuer. The Transfer Agent shall at all reasonable times during normal business hours make the Register available to the Issuer or any person authorised in writing by the Issuer, as the case may be, for purposes of inspection and for the taking of copies thereof or extracts therefrom;
- 4.1.7 comply with the reasonable requests of the Issuer with respect to the maintenance of the Register and give to any of the Agents such information as may be reasonably required for them to properly perform their duties; and
- 4.1.8 amend the Register in respect of changes of which it is notified by the Issuer and/or a Noteholder.
- 4.2 The Register will be closed from 17h00 on the Last Day to Register to the following Interest Payment Date and from the Last Day to Register for principal redemption to the following Redemption Date, in order to determine those Noteholders entitled to receive payments. The Transfer Agent shall not be required, during the periods for the closure of the Register, to register any transfer or redemption in respect of any Notes.
- 4.3 The Notes are transferable in accordance with the provisions of Condition 14 of the Terms and Conditions.



- 4.4 The liquidators (or trustees, as the case may be), of an estate of a liquidated or sequestrated Noteholder or the executors of or administrators of the estate of a deceased holder of Notes shall be the only persons recognised by the Issuer and the Transfer Agent as having any title to such Notes.
- 4.5 Any person becoming entitled to Notes as a result of the death or insolvency of the holder of such Notes may, upon producing evidence to the satisfaction of the Issuer, that he holds the position in respect of which he proposes to act, be registered as the holder of such Notes or, subject to the requirements of Condition 14 of the Terms and Conditions, may transfer such Notes. The Issuer and the Transfer Agent shall be entitled to retain any amount payable in respect of the Notes to which any person is so entitled, until such person is registered as set out above or has required the Notes to be transferred as set out above.
- 4.6 The joint holders of a Beneficial Interest shall be entitled to receive only one Certificate in respect of that joint holding which, except where they otherwise direct, shall be delivered to the joint holder whose name appears first in the Register in respect of such joint holding. Delivery to one of those joint holders shall be delivery to all of them.
- 4.7 Where a holder of Notes represented by a Certificate has transferred part only of his holding of such Notes there shall be delivered to him, without change, a Certificate in respect of the balance of such holding.

5 ISSUE OF UNCERTIFICATED NOTES

- 5.1 In relation to the issuance of Notes in uncertificated form in respect of each Sub-Series, the Transfer Agent will, *inter alia*, on behalf of the Issuer –
- 5.1.1 prepare all documents, notifications and certificates required by the Central Securities Depository;
- 5.1.2 take all steps required in relation to such issuance in accordance with the Applicable Procedures; and



5.1.3 ensure that each Sub-Series of Notes is assigned a stock code and International Securities Identification Number ("ISIN") (if applicable) by the JSE.

5.2 Uncertificated Notes shall be dated –

5.2.1 the Issue Date; or

5.2.2 in the case of an uncertificated Note issued to the transferor upon transfer in part of the uncertificated Note, the same date as the date of the Note transferred.

6 **ISSUE OF CERTIFICATES**

6.1 Upon notice from a Settlement Agent or the Issuer pursuant to the Terms and Conditions, the Transfer Agent shall deliver the relevant Certificate(s) in accordance with the Terms and Conditions. For this purpose the Transfer Agent is hereby authorised on behalf of the Issuer to –

6.1.1 prepare the requested form of Certificate(s);

6.1.2 authenticate such Certificate(s) in accordance with the provisions of this Agreement;

6.1.3 establish and/or update the Register; and

6.1.4 deliver by hand or by registered mail such Certificate(s) to or to the order of the relevant Settlement Agent (at the risk of the transferee) who requested such Certificate(s) or to the Noteholder (at the risk of the transferee) entitled to such Certificate.

6.2 The Transfer Agent shall notify the Issuer forthwith upon receipt of a request for issue of a Certificate in accordance with the Terms and Conditions (and the aggregate Principal Amount of such Note in uncertificated form to be exchanged for such Beneficial Interest).



6.3 In the case of Notes represented by a Certificate, such Certificate shall be dated –

6.3.1 in the case of a Certificate issued on the Issue Date, the Issue Date; or

6.3.2 in the case of a Certificate issued in exchange for a Beneficial Interest in an uncertificated Note, or upon transfer of a certificated Note or upon transfer in part of a certificated Note, as the case may be, with the date of registration in the Register of the exchange or transfer; or

6.3.3 in the case of a Certificate issued in replacement of a mutilated, stolen, destroyed or lost certificate, with the same date as the date of the mutilated, stolen, destroyed or lost certificate in replacement of which it is issued.

6.4 The Transfer Agent shall, if appropriate, charge to the holder of a Certificate presented for exchange or transfer (i) the costs or expenses (if any) in delivering Notes issued on such exchange or transfer other than by regular mail and (ii) a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the exchange or transfer.

7 PAYMENTS

7.1 Save as otherwise agreed, the Calculation Agent will notify the Issuer and the Paying Agent as soon as practicable prior to each due date for payment (the "**Relevant Date**") in respect of a Sub-Series of Notes, the aggregate amount payable in respect of that Sub-Series of Notes on the Relevant Date.

7.2 The Paying Agent shall procure that payments of interest and/or principal in respect of uncertificated Notes shall be made to the Central Securities Depository in accordance with the provisions of the Terms and Conditions and the Applicable Procedures.

7.3 Payments of interest and/or principal in respect of Notes represented by a Certificate shall be made to the person reflected as the registered holder of the Certificate in the Register on the Last Day to Register. In addition to the above, in the case of a final redemption payment, the holder of the Certificate shall be



required, on or before the Last Day to Register prior to the Final Redemption Date, to surrender such Certificate to the Transfer Agent.

- 7.4 On the occasion of any final redemption payments by the Paying Agent, and, in respect of Notes represented by a Certificate, upon the presentation and surrender of the relevant Certificate, the Transfer Agent shall cause such Notes and the relevant Certificate(s) to be cancelled.

8 DETERMINATIONS AND NOTIFICATIONS IN RESPECT OF NOTES

- 8.1 The Calculation Agent shall, unless otherwise agreed, make all such determinations and calculations (howsoever described) as it is required to make under the Terms and Conditions, all subject to and in accordance with the Terms and Conditions and this Agreement.
- 8.2 The Calculation Agent shall not be responsible to the Issuer or to any third party as a result of the Calculation Agent having acted on any quotation given by any Reference Bank which subsequently may be found to be incorrect or on account of any calculation error on its part however arising (except, in either instance, as a result of the wilful default, gross negligence, bad faith or fraud of the Calculation Agent, as the case may be).
- 8.3 The Calculation Agent shall promptly notify (and confirm in writing to) the Issuer, the Transfer Agent and the Paying Agent of, *inter alia*, the Interest Rate, Interest Amount for each Interest Period and all other amounts, rates and dates which it is obliged to determine or calculate under the Terms and Conditions as soon as practicable after the determination thereof (and in any event within the time limit prescribed by the Terms and Conditions and the Applicable Procedures).
- 8.4 The Calculation Agent shall use its reasonable commercial endeavours to cause each Interest Rate, Interest Amount and Payment Date and all other amounts, rates and dates which it is obliged to determine or calculate under the Terms and Conditions to be published as required in accordance with the Terms and Conditions, this Agreement and the Applicable Procedures as soon as possible after their determination or calculation.



- 8.5 If the Calculation Agent does not at any material time for any reason determine and/or calculate and/or publish the Interest Rate and/or Interest Amount for each Interest Period or any other amount, rate or date as provided in this clause 8, it shall forthwith notify the Issuer and the Paying Agent thereof.

9 DUTIES OF THE TRANSFER AGENT AND PAYING AGENT IN CONNECTION WITH EARLY REDEMPTION OF A SUB-SERIES OF NOTES

- 9.1 If the Issuer is required to redeem any Sub-Series of Notes for the time being outstanding prior to the Final Redemption Date in accordance with the Terms and Conditions, the Issuer shall give notice of such early redemption to the Transfer Agent and the Paying Agent at least five Business Days before the date on which the Issuer (acting through the Administrator) gives notice to the relevant Sub-Series Noteholders in accordance with the Terms and Conditions, in order to enable the Transfer Agent and/or the Paying Agent to undertake their obligations under this Agreement and the Terms and Conditions.
- 9.2 The Transfer Agent shall publish all notices required in connection with any early redemption in accordance with the Terms and Conditions and the Applicable Procedures. The early redemption of Notes shall be reflected in accordance with the Applicable Procedures to the extent required.
- 9.3 In respect of the receipt by the Transfer Agent of notice in relation to the redemption of a Beneficial Interest in a Note, the Transfer Agent shall notify the Issuer and the relevant Settlement Agent to proceed with such redemption in terms of the Applicable Procedures.

10 RECEIPT AND PUBLICATION OF NOTICES

- 10.1 Forthwith upon the receipt by the Transfer Agent of a demand or notice from any Noteholder in accordance with Condition 16.4, the Transfer Agent shall forward a copy thereof to the Issuer, the Administrator and the Security SPV.
- 10.2 It is recorded that the Transfer Agent shall cause to be published all notices required to be given by the Issuer to the Noteholders in accordance with the Terms and Conditions and the cost and expense of the Issuer.



11 CANCELLATION OF NOTES

11.1 All Certificates in respect of Notes issued in uncertificated form, which are redeemed, transferred or replaced, shall, upon their surrender to the Transfer Agent, be cancelled by the Transfer Agent. The Transfer Agent shall, in respect of Notes issued in uncertificated form, notify the Central Securities Depository and the Issuer in the form of a certificate as contemplated in 11.2 below, whereafter the Issuer shall notify the JSE of any cancellation of Notes, so that the both the Central Securities Depository and the JSE can record the reduction in the aggregate Principal Amount of the Notes in issue.

11.2 A certificate stating –

11.2.1 the aggregate Principal Amount of Notes which have been redeemed, transferred or replaced and the aggregate amount paid in respect thereof;

11.2.2 the number of Notes cancelled and the serial numbers of any Certificates; and

11.2.3 the aggregate amount paid in respect of interest on such Notes,

shall be given to the Issuer by the Transfer Agent as soon as reasonably practicable after the date of such repayment or, as the case may be, payment, transfer, replacement or exchange.

11.3 The Transfer Agent shall destroy all Certificates in respect of cancelled certificated Notes and, as soon as reasonably practicable upon destruction, furnish the Issuer with a certificate of the serial numbers of the cancelled Notes represented by a Certificate.

11.4 Without prejudice to the obligations of the Transfer Agent pursuant to 11.2, the Transfer Agent shall keep a full and complete record of each Sub-Series of Notes and of their redemption, purchase by or on behalf of the Issuer and cancellation, payment or exchange (as the case may be) and of all replacement certificated Notes issued in substitution for mutilated, defaced, destroyed, lost or stolen certificated Notes. The Transfer Agent shall at all reasonable times make such



record available to the Issuer and any persons authorised by it, for inspection and for the taking of copies thereof or extracts therefrom.

- 11.5 The Transfer Agent acknowledges that all forms of Notes delivered to and held by it pursuant to this Agreement are held by it as custodian only and it shall not be entitled to and shall not claim, any lien or other security interest therein. The Transfer Agent shall further only use such forms of Certificates in accordance with this Agreement, take security measures to prevent theft, loss, destruction and keep an inventory of all such forms and make it available to the Issuer at all times.

12 ISSUE OF REPLACEMENT NOTES

- 12.1 Following the exchange of an uncertificated Note for a Certificate in accordance with Condition 13 of the Terms and Conditions, the Issuer will cause a sufficient quantity of additional forms of Certificates to be available, upon request, to the Transfer Agent at its Specified Office for the purpose of issuing replacement Certificates as provided below, alternatively, the Transfer Agent may, from time to time, store in safekeeping, to the order of the Issuer, a sufficient number of additional forms of Certificates for the purpose of issuing replacement Certificates as provided below. The Transfer Agent shall keep all forms of Certificates in safe custody at its own risk. The Transfer Agent shall only use the Certificates kept by it for the purposes contemplated in the Terms and Conditions.
- 12.2 The Transfer Agent shall not issue any replacement Certificate unless and until the claimant in respect thereof shall have –
- 12.2.1 paid such costs and expenses as may be incurred by the Issuer and/or Transfer Agent in connection therewith;
- 12.2.2 furnished it with such evidence and indemnity as the Issuer may reasonably require; and
- 12.2.3 in the case of any mutilated or defaced Certificate, surrendered such mutilated or defaced Certificate to the Transfer Agent.



- 12.3 The Transfer Agent shall cancel any mutilated or defaced Certificate in respect of which a replacement Certificate has been issued pursuant to this clause 12 and shall furnish the Issuer with a certificate stating the serial numbers of the Certificates so cancelled and, unless otherwise instructed by the Issuer in writing (including by electronic means), shall destroy such cancelled Certificates and furnish the Issuer with a destruction certificate containing the information specified in 11.2.
- 12.4 The Transfer Agent shall, on issuing any replacement Certificate, forthwith inform the Issuer of the serial number of such replacement Certificate issued and (if known) of the serial number of the Certificate in place of which such replacement Certificate has been issued.
- 12.5 The Transfer Agent shall keep a full and complete record of all replacement Certificates issued and shall make such record available at all reasonable times to the Issuer and any persons authorised by the Issuer for inspection and for the taking of copies thereof or extracts therefrom.

13 NOTICE OF WITHHOLDING OR DEDUCTION

If the Issuer, in respect of any payment, is compelled to withhold or deduct any amount for or on account of taxes, duties, assessments or governmental charges as specifically contemplated under the Terms and Conditions, the Issuer shall give notice thereof to the Transfer Agent and the Paying Agent as soon as it becomes aware of the requirement to make such withholding or deduction and shall give to the Transfer Agent and the Paying Agent such information as it shall require to enable it to comply with such requirement.

14 FEES, COMMISSIONS AND EXPENSES

- 14.1 In consideration for the services of each of the Agents in terms of this Agreement, the Issuer agrees to pay to the Agents a fee as specified in a separate fee letter to be signed by the Issuer and each Agent. Such fee shall be payable subject to the Sub-Series Priority of Payments.
- 14.2 Subject to any other agreement in writing between the Issuer and each Agent, the Issuer will pay on demand, or otherwise in accordance with any agreement between



the Issuer and the Agents, all reasonable out-of-pocket expenses properly incurred by that Agent in connection with its services in terms of this Agreement.

15 INDEMNITY

- 15.1 The Issuer indemnifies each Agent against any losses, liabilities, costs, claims, actions, demands, damages or expenses (excluding indirect, special or consequential costs and/or damages) (including, but not limited to, all reasonable costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) which that Agent may properly incur or which may be made against that Agent as a result of or in connection with its appointment or the exercise of its respective powers and duties under this Agreement except such as may result from the wilful default, gross negligence, bad faith or fraud of any of them, or that any of their officers, directors or employees or the breach by any of them of the terms of this Agreement.
- 15.2 Each Agent indemnifies the Issuer against any loss, liability, cost, claim, action, demand, damages or expenses (excluding indirect, special or consequential costs and/or damages) (including, but not limited to, all reasonable costs, legal fees, charges and expenses paid or incurred in disputing or defending any of the foregoing) which the Issuer may properly incur or which may be made against the Issuer as a result of or in connection with the breach by that Agent of the terms of this Agreement or as may have resulted from the wilful default, gross negligence, bad faith or fraud of any of them, or that of their officers, directors or employees. The liability of each Agent under this clause 15 shall be independent from that of the others and shall be neither joint nor several and shall be limited to their respective obligations under this Agreement. In addition, a default by an Agent will not be attributable to any one of the other parties.
- 15.3 Each indemnified person in 15.1 and 15.2 above, as the case may be, shall certify all losses, liabilities, costs, claims, actions, demands, damages or expenses which it may incur (including a reasonable description thereof) to the indemnifying person. Each indemnified person shall act in good faith to minimise such losses, liabilities, costs, claims, actions, demands, damages or expenses and to minimise the amounts otherwise payable by the indemnifying person under this Agreement.



16 TERMINATION OF APPOINTMENT

16.1 The Issuer may terminate the appointment of an Agent at any time by giving to that Agent at least 30 days' prior written notice to that effect, provided that, so long as any Sub-Series of Notes is outstanding –

16.1.1 such notice shall not expire less than 10 days before any date upon which any payment is due in respect of that Sub-Series of Notes and such notice shall be deemed to be extended accordingly; and

16.1.2 notice shall be given in accordance with the Terms and Conditions, to the holders of each Sub-Series of Notes at least 30 days prior to any removal of the Agent.

16.2 Notwithstanding the provisions of 16.1 above, if at any time –

16.2.1 an Agent becomes incapable of acting, or is placed in liquidation or under curatorship, or business rescue, whether provisionally or finally, or is voluntarily wound up either by its members or creditors whether provisionally or finally or makes an assignment for the benefit of its creditors or consents to the appointment of, a liquidator, curator, or business rescue practitioner of all or any substantial part of its property, or it admits in writing its inability to pay or meet its debts as they may mature or suspends payment thereof, or if any order of any court is made approving any application brought by or against it under the provisions of any applicable insolvency law or if any officer takes charge or control of such Agent or of its property or affairs for the purpose of curatorship, business rescue or liquidation; or

16.2.2 an Agent fails duly to perform any function or duty imposed upon it by the Terms and Conditions and this Agreement or commits any material breach of this Agreement or the Terms and Conditions which is not remedied within a period of three Business Days after the receipt of a written notice to that effect by the Issuer,



the Issuer may forthwith without notice terminate the appointment of that Agent, in which event notice thereof shall be given to the holders of each Sub-Series of Notes in accordance with the Terms and Conditions as soon as practicable thereafter.

- 16.3 The termination of the appointment pursuant to 16.1 or 16.2 above of an Agent hereunder shall not entitle that Agent to any amount by way of compensation but shall be without prejudice to any amount then accrued and due to it.
- 16.4 An Agent may resign its appointment under this Agreement at any time by giving to the Issuer at least 30 days' prior written notice to that effect. Following receipt of a notice of resignation from that Agent, the Issuer shall promptly give notice thereof to the holders of each Sub-Series of Notes in accordance with the Terms and Conditions.
- 16.5 Notwithstanding the provisions of 16.1, 16.2 and 16.4 above, so long as any Sub-Series of Notes is outstanding, the termination of the appointment of an Agent (whether by the Issuer or by the resignation of that Agent) shall not be effective unless upon the expiry of the relevant notice a successor agent has been appointed. Upon giving notice of the intended termination of the appointment of an Agent, the Issuer shall use all reasonable endeavours to appoint a further bank or financial institution as successor Agent. The Issuer agrees with each Agent that if, by the day falling 10 days before the expiry of any notice under 16.1 or 16.4, the Issuer has not yet appointed a replacement agent, that Agent shall be entitled, on behalf of the Issuer, to appoint as a successor agent in its place one of Deloitte, Ernst & Young, Grant Thornton, KPMG Inc or PricewaterhouseCoopers Inc or any bank or financial institution, which the Issuer shall approve (such approval not to be unreasonably withheld or delayed).
- 16.6 Upon its resignation or removal becoming effective, the Transfer Agent and/or the Calculation Agent and/or Paying Agent, as the case may be –
- 16.6.1 shall forthwith transfer all monies made available to it under the terms of this Agreement and, if applicable, the records referred to in 11.4 above to the successor Agent under the terms of this Agreement; and



16.6.2 shall be entitled to the payment by the Issuer of its commissions, fees and expenses for the services already rendered in terms of this Agreement in accordance with the terms of 14 above.

16.7 Upon its appointment becoming effective, a successor Transfer Agent and/or Calculation Agent and/or Paying Agent, as the case may be, shall, without further act, deed or conveyance, become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of its predecessor with like effect as if originally named as Transfer Agent and/or the Calculation Agent and/or Paying Agent, as the case may be, under the terms of this Agreement.

17 CHANGE OF SPECIFIED OFFICE

If the Transfer Agent, the Calculation Agent or the Paying Agent, determines to change its Specified Office it shall give to the Issuer written notice, including by electronic means, of such determination giving the address of the new Specified Office which shall be in the same city and stating the date on which such change is to take effect, which shall not be less than 45 days thereafter. The Issuer shall within 15 days of receipt of such notice form the relevant Agent (unless the appointment of the Transfer Agent, Calculation Agent, the Paying Agent, as the case may be, is to terminate pursuant to 16 above on or prior to the date of such change) give or cause to be given not more than 45 days nor less than 30 days' notice thereof to the Sub-Series Noteholders in accordance with the Terms and Conditions.

18 SUBORDINATION, ENFORCEMENT AND NON-PETITION

Each Agent expressly acknowledges that it has agreed to the provisions in the Common Terms Agreement, which are deemed to be incorporated into this Agreement by reference, relating, among other things, to the subordination of its claims against the Issuer to those of higher ranking creditors in the applicable Sub-Series Priority of Payments, the limitation on its rights of recourse, enforcement of claims and rights of set-off.



19 CESSION AND DELEGATION

No party may cede its rights or interest in or to or delegate its obligations under this Agreement without the prior written consent of the other parties to this Agreement, which shall not be unreasonably withheld or delayed.

20 SEVERABILITY

All provisions of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this Agreement which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this Agreement shall remain of full force and effect. The parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.


21 COSTS

All costs, charges and expenses of any nature whatsoever which may be incurred by a party in enforcing its rights in terms of this Agreement, including legal costs on the scale of attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable on demand from the party against which such rights are successfully enforced and shall be payable on demand.

[Signature pages to follow]



Signed at Johannesburg on 22 July 2022 2022
for Vista Finco (RF) Limited (in its capacity
as Issuer)

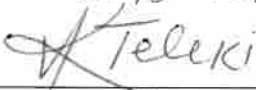
Llewellyn Ince 

who warrants that he is duly
authorised hereto



Signed at **Johannesburg** on **22 July** **2022**

for Absa Bank Limited (acting through its
Corporate and Investment Banking
division) (in its capacity as Calculation
Agent, Paying Agent and Transfer Agent)

WUYO TELEKI


who warrants that he is duly
authorised hereto

CHRISTINE CLARK


who warrants that he is duly
authorised hereto