

DIMENSION DATA HOLDINGS PLC

(Incorporated in England and Wales
under the Companies Act 1985 with
registered number 3704278)

DATA CRAFT ASIA LTD

(Incorporated in the Republic of Singapore)
Company Registration No. 199301842Z

JOINT ANNOUNCEMENT

PROPOSED SCHEME OF ARRANGEMENT TO PRIVATISE DATA CRAFT ASIA LTD

1. INTRODUCTION

- 1.1 The respective boards of Dimension Data Holdings plc ("**Dimension Data**") and Datacraft Asia Ltd ("**Datacraft**") wish to announce a proposal to privatise Datacraft by way of a scheme of arrangement (the "**Scheme**") under Section 210 of the Companies Act, Chapter 50 of Singapore (the "**Companies Act**").
- 1.2 Datacraft is incorporated in Singapore and is listed on the Mainboard of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**"). As at the date of this Announcement, the issued and paid-up share capital of Datacraft consists of 461,890,427 ordinary shares (excluding 23,321,000 treasury shares) ("**Datacraft Shares**"). Dimension Data currently holds directly 254,453,105 Datacraft Shares, representing approximately 55.09 per cent. of the Datacraft Shares in issue (excluding treasury shares), and is deemed to be interested in 98,514 Datacraft Shares, representing approximately 0.02 per cent. of the Datacraft Shares in issue (excluding treasury shares), held by its wholly-owned subsidiary, Dimension Data Australia Pty Limited.

2. THE SCHEME

- 2.1 The Scheme will be proposed in accordance with Section 210 of the Companies Act and the Singapore Code on Take-overs and Mergers (the "**Code**"). Dimension Data and Datacraft have today entered into an implementation agreement (the "**Implementation Agreement**") to implement the Scheme.
- 2.2 The Scheme is proposed to all shareholders of Datacraft other than Dimension Data, its related corporations (as such term is defined in Section 6 of the Companies Act) and their respective nominees (the "**Scheme Shareholders**") and will involve, *inter alia*, the following:
- (a) a transfer of all the issued Datacraft Shares held by Scheme Shareholders to Dimension Data and/or its nominees;
 - (b) in consideration of the transfer of their Datacraft Shares, the Scheme Shareholders will receive an aggregate of US\$1.33 in cash (the "**Consideration**") for each Datacraft Share transferred, consisting of:
 - (i) a payment of US\$1.09 in cash from Dimension Data for each issued Datacraft Share transferred; and

- (ii) a capital distribution by Datacraft of US\$0.24 in cash for each issued Datacraft Share (the “**Capital Distribution**”) to all Scheme Shareholders as at a books closure date to be determined (the “**Books Closure Date**”). For the avoidance of doubt, Dimension Data and its related corporations will **not** be entitled to the Capital Distribution.

The Consideration represents:

- (A) a premium of approximately 34.3 per cent. over the closing price per Datacraft Share on the SGX-ST of US\$0.99 as at 21 July 2008, being the last trading day of the Datacraft Shares on the SGX-ST prior to the date of this Announcement;
 - (B) a premium of approximately 30.6 per cent. over the volume weighted average of transacted prices of the Datacraft Shares on the SGX-ST of US\$1.02 over the last one month prior to the date of this Announcement; and
 - (C) a premium of approximately 33.0 per cent. over the volume weighted average of transacted prices of the Datacraft Shares on the SGX-ST of US\$1.00 over the last three months prior to the date of this Announcement.
- 2.3 The Scheme will also be extended to all Datacraft Shares validly issued pursuant to the exercise of options granted under the Datacraft Asia Share Option Scheme (the “**Previous Option Scheme**”) and the Datacraft Asia Share Option Scheme 2003 (the “**2003 Option Scheme**”, and together with the Previous Option Scheme, the “**Datacraft Option Schemes**”) on or before a final option exercise date to be determined by the board of directors of Datacraft.
- 2.4 Pursuant to the Scheme, the Datacraft Shares will be transferred fully paid, free from all liens, equities, charges, encumbrances, rights of pre-emption and any other third party rights or interests or any nature whatsoever and together with all rights attached thereto as at the date of the Implementation Agreement, including the right to receive and retain all dividends, rights and, save for the Capital Distribution, other distributions (if any) declared, paid or made by Datacraft on or after the date of the Implementation Agreement.
- 2.5 On completion of the Scheme, Datacraft will become a wholly-owned subsidiary of Dimension Data and the Datacraft Shares will be delisted from the Official List of the SGX-ST.

3. OPTIONS PROPOSAL

Dimension Data has agreed to make an appropriate proposal (“**Options Proposal**”) to the holders of options granted under the Datacraft Option Schemes (“**Datacraft Options**”) in connection with the Scheme that will (i) preserve the position of the holders of the Datacraft Options, (ii) continue to sufficiently motivate them to continue to contribute to the Datacraft Group and (iii) be on terms that are fair and reasonable compensation for the holders of Datacraft Options, as determined by Datacraft’s auditors (acting as experts and not arbitrators) under the Datacraft Share Option Schemes. The Options Proposal will be subject to, *inter alia*, the Scheme becoming effective. Full details of the Options Proposal will be provided in due course.

4. CAPITAL DISTRIBUTION

The Capital Distribution (which is an integral part of the Scheme) is proposed to be effected by way of a capital reduction exercise (the “**Capital Reduction**”) to be carried out by Datacraft in accordance with Section 78G of the Companies Act. The Capital Distribution is conditional upon, *inter alia*:

- (a) the passing of a special resolution of Shareholders approving the Capital Reduction at an extraordinary general meeting (“**EGM**”) of Datacraft to be convened. Dimension Data and its related corporations will abstain from voting on the special resolution to approve the Capital Reduction at the EGM;
- (b) the Scheme being approved by a majority in number of, representing not less than 75 per cent. in nominal value of the Datacraft Shares held by the Scheme Shareholders present and voting, either in person or by proxy, at the meeting of the Shareholders to be convened by the High Court of the Republic of Singapore (the “**Court**”) to approve the Scheme (the “**Court Meeting**”);
- (c) the approval and confirmation of the Court for the Capital Reduction and the lodgement of a copy of the Order of Court sanctioning the Capital Reduction with the Accounting and Corporate Regulatory Authority in Singapore (“**ACRA**”);
- (d) the Scheme being sanctioned and approved by the Court, and a copy of the Order of Court sanctioning the Scheme is lodged with ACRA; and
- (e) the approval of all other relevant regulatory authorities.

5. REGULATORY APPROVALS

5.1 The Securities Industry Council (“**SIC**”) has confirmed, *inter alia*, that Rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and Note 1(b) to Rule 19 of the Code do not apply to the Scheme, subject to the following conditions:

- (a) Dimension Data and its concert parties as well as the common substantial shareholders of Dimension Data and Datacraft abstain from voting on the Scheme;
- (b) the Scheme Document (as defined below) discloses the names of Dimension Data and its concert parties, their current voting rights in Datacraft as of the latest practicable date and after the Scheme;
- (c) the directors of Datacraft who are also directors of Dimension Data or who are acting in concert with Dimension Data abstain from making a recommendation on the Scheme to Scheme Shareholders; and
- (d) Datacraft appoints an independent financial adviser to advise the Scheme Shareholders.

5.2 The Scheme will be subject to the approval of all relevant regulatory authorities, including the Court, as stated in paragraph 6.1 below.

6. CONDITIONS PRECEDENT

- 6.1 The Scheme is conditional upon the satisfaction of a number of conditions precedent (the “**Conditions**”) which are set out in **Schedule 1** to this Announcement.
- 6.2 Pursuant to the terms of the Implementation Agreement, the Implementation Agreement may be terminated at any time on or prior to the business day immediately preceding the effective date of the Scheme (the “**Record Date**”) with the prior consultation of the SIC:
- (a) Court Order: by either Dimension Data or Datacraft, if any court of competent jurisdiction or governmental agency has issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the Scheme, the Acquisition (as defined in the Implementation Agreement), the Capital Reduction or any part thereof, or has refused to do anything necessary to permit the Scheme, the Acquisition, the Capital Reduction or any part thereof, and such order, decree, ruling, other action or refusal shall have become final and non-appealable;
 - (b) Breach: by either (i) Dimension Data, if Datacraft is in material breach of any provision of the Implementation Agreement (other than a provision which is qualified by a materiality test, in which case any breach shall suffice) or has failed to perform and comply in all material respects with any of the matters referred to in paragraph (ix) of Schedule 1 to this Announcement on or prior to the Record Date, or (b) Datacraft, if Dimension Data is in material breach of any provision of the Implementation Agreement (other than a provision which is qualified by a materiality test, in which case any breach shall suffice) or has failed to perform and comply in all material respects with any of the matters referred to in paragraph (x) of Schedule 1 to this Announcement (other than in relation to any breach of the representation and warranty set out in paragraph 7 of Schedule 2 to this Announcement) on or prior to the Record Date, provided that either Dimension Data or Datacraft, as the case may be, has given written notice to the other party of its intention to terminate the Implementation Agreement. In this circumstance, the Implementation Agreement shall be terminated on the date falling five business days after the date of such notice of termination; and
 - (c) Shareholders’ Approval: by Dimension Data or Datacraft, if the resolution(s) submitted to the EGM and/or the Court Meeting are not approved (without amendment) by the requisite majorities.

An extract of the representations and warranties of each of Dimension Data and Datacraft provided in the Implementation Agreement are set out in **Schedules 2 and 3** to this Announcement.

- 6.3 Notwithstanding anything contained in the Implementation Agreement, the Implementation Agreement will terminate if any of the Conditions has not been satisfied (or where applicable, has not been waived) by 31 January 2009 or such other date as may be agreed between Dimension Data and Datacraft (the “**Long-Stop Date**”) except that:
- (a) in the event of any non-fulfilment of the conditions precedent in paragraphs (viii) (in relation to Prescribed Occurrences (as defined in Schedule 4 to this Announcement)

relating to Datacraft and its subsidiaries (the “**Datacraft Group**”) and (ix) in Schedule 1 to this Announcement, Dimension Data can only rely on such non-fulfilment of any such condition precedent to terminate the Implementation Agreement with the prior consultation of the SIC; and

- (b) in the event of any non-fulfilment of the conditions precedent in paragraph (x) in Schedule 1 to this Announcement, Datacraft can only rely on such non-fulfilment of any such condition precedent to terminate the Implementation Agreement with the prior consultation of the SIC.

A list of Prescribed Occurrences is set out in **Schedule 4** to this Announcement.

- 6.4 By proposing that the privatisation of Datacraft be implemented through a scheme of arrangement, Scheme Shareholders are provided the opportunity to decide at the Court Meeting whether they consider the Scheme to be in their best interests.
- 6.5 Shareholders and potential investors should also be aware that the implementation of the Scheme is subject to the conditions set out above being fulfilled and thus may not become effective. They are advised to exercise caution when dealing in Datacraft Shares.

7. DELISTING

An application will be made to the SGX-ST to delist Datacraft from the SGX-ST in the event that the Scheme becomes effective and binding.

8. INFORMATION ON DIMENSION DATA

Dimension Data was founded in 1983 and in 2007 had revenues of \$3.8 billion. It is a specialist IT services and solutions provider that helps their 6,000 clients plan, build, support and manage their IT infrastructures. By continually building on its knowledge and expertise in IT infrastructure technologies, Dimension Data has become a recognised global leader in the provision and management of specialist IT infrastructure solutions. Drawing on its experience in network integration, security, converged communications, data centres and storage, contact centre and Microsoft technologies, Dimension Data delivers a full lifecycle of IT services. Today, the Dimension Data Group is positioned at the forefront of networking and communications in nearly 40 countries around the world and employs in excess of 10,600 highly skilled employees. Dimension Data is a recognised industry leader with 80 industry awards in 2007 and has a primary listing on the London Stock Exchange and is also listed on the Johannesburg Securities Exchange Limited.

9. INFORMATION ON DATACRAFT

Datacraft was incorporated in Singapore on 29 March 1993 and was listed on the Mainboard of the SGX-ST in 1995. Datacraft is an independent IT services and solutions provider in Asia-Pacific. As a pioneer in systems and network integration, Datacraft has designed, implemented and managed network infrastructure for many global corporations and leading service providers, as well as the equivalent of the “Fortune 200 companies” in every country throughout Asia-Pacific. Dimension Data presently holds in aggregate approximately 55.11 per cent. of Datacraft. Datacraft is headquartered in Singapore and has more than 50 major offices and over 1,450 employees across 13 Asia-Pacific markets.

10. RATIONALE FOR THE SCHEME

- 10.1 **Strengthen Datacraft's position in the market.** Dimension Data has held a majority stake in Datacraft since 1997, during which time there has been an increasing alignment of their strategic and operating models of both companies. Dimension Data continues to pursue its strategy of driving profitable growth from its global presence and believes that it would gain increased exposure to attractive growth markets through full ownership of one of the leading information technology services and solutions providers in Asia-Pacific.

Dimension Data believes that Datacraft's leadership position in Asian markets will be strengthened by bringing it fully within the Dimension Data group, offering it the opportunity to leverage more effectively the resources of the wider group and capitalise on opportunities in the market. Dimension Data believes that, if privatised, Datacraft's management will be able to react faster with greater flexibility to available opportunities internationally and accelerate its growth in key markets.

- 10.2 **Reduced costs and improved efficiency.** As a listed entity, Datacraft has to incur listing, compliance and other related costs associated with continuing listing requirements under the listing rules. If privatised, efficiencies would result from greater sharing of services and resources with Dimension Data's other strategic business units. In particular, Dimension Data and Datacraft would be better able to freely transfer intellectual property, share best practices and ensure unfettered staff mobility within the enlarged group. Similarly, Dimension Data and Datacraft will be able to fully align their businesses to increase operational efficiencies. Management of group-wide cashflows and capital structure would also be significantly improved.

- 10.3 **Public listing no longer beneficial.** Datacraft's public listing no longer serves a material purpose as Datacraft has not raised any funds from the capital markets since the year 2000, and with US\$162.7 million in cash and cash equivalents on the balance sheet as at 31 March 2008, being the end of the second quarter for the financial year ending 30 September 2008, there is no foreseeable requirement to do so. Further, since being excluded from the MSCI Singapore Index in mid-2006, Datacraft has experienced a reduced level in the trading of Datacraft Shares, with average daily traded volume over the last 12 months down approximately 92 per cent. on the average daily traded volume in the three years prior to June 2006. The low trading liquidity of the Datacraft Shares limits the purpose of its public listing and reduces the effectiveness of its employee incentive schemes.

- 10.4 **Attractive premium to share price.** The Scheme provides an opportunity for Scheme Shareholders to realise their investment in Datacraft for cash at an attractive premium to recent market prices. The aggregate Consideration (including the Capital Distribution) represents a 33.0 per cent. premium over the volume weighted average of transacted prices of the Datacraft Shares on the SGX-ST of US\$1.00 over the last three months prior to the date of this Announcement.

11. FUTURE PLANS FOR DATACRAFT

Dimension Data has been integrally involved with Datacraft for 11 years and, in the event the Scheme becomes effective, anticipates minimal changes in the operations of Datacraft. Dimension Data intends to continue Datacraft's services and solutions portfolio and maintain

its go-to-market strategy, which are already closely aligned to that of Dimension Data. It also intends to retain the Datacraft name due to the considerable brand equity and recognition built up over the years to avoid significant costs in building a new brand across 13 different countries. Dimension Data believes that Datacraft has a strong and experienced management team and committed employees who are key and valued members of the Dimension Data group and therefore also does not anticipate any change in the management and reporting structure or envision any retrenchments. Save as disclosed above, Dimension Data has no near-term plans, in the event that the Scheme becomes effective, to (a) introduce any major changes to the businesses of the Datacraft Group, (b) make any major disposal or redeployment of assets (including the fixed assets of the Datacraft Group) or (c) discontinue the employment of the employees of the Datacraft Group.

12. DISCLOSURES

- 12.1 As at the date of this Announcement, Dimension Data owns or controls an aggregate of 254,551,619 Datacraft Shares, representing approximately 55.11 per cent. of the Datacraft Shares in issue (excluding treasury shares).
- 12.2 Save as disclosed in this Announcement, none of Dimension Data or any of its directors or wholly-owned subsidiaries or Cazenove & Co (Singapore) Pte Limited (“**Cazenove**”) (a) owns, controls or has agreed to acquire any Datacraft Shares or securities which carry voting rights or which are convertible into Datacraft Shares or securities which carry voting rights or any rights to subscribe for or options in the Datacraft Shares or in respect of which carry voting rights in Datacraft at the date of this Announcement, (b) has dealt for value in any Datacraft Shares during the three-month period immediately preceding the date of this Announcement or (iii) has received any irrevocable undertaking from any party to vote in favour of the Scheme at the Court Meeting as at the date of this Announcement.
- 12.3 In the interests of confidentiality, Dimension Data has not made enquiries in respect of certain other parties who are or may be deemed to be acting in concert with it in connection with the Scheme. Similarly, Cazenove has not made any enquiries in respect of the members of the Cazenove group. Further enquiries will be made of such persons and the relevant disclosures will be made in due course subsequently and in the Scheme Document (defined below).

13. FINANCIAL ADVISER

Cazenove has been appointed as the financial adviser to Dimension Data in relation to the Scheme.

14. CONFIRMATION OF FINANCIAL RESOURCES

Cazenove, as financial adviser to Dimension Data, confirms that sufficient financial resources are available to Dimension Data to satisfy in full the cash consideration to be paid to the Scheme Shareholders pursuant to the Scheme.

15. INDEPENDENT FINANCIAL ADVISER

The directors of Datacraft considered to be independent for the purposes of the Scheme (being Mr Frank Yung-Cheng Yung, Dr Chew Kia Ngee and Mr Ronald John Cattell) (the

“**Independent Directors**”) have appointed PricewaterhouseCoopers Corporate Finance Pte Ltd (“**PwCCF**”) as financial adviser to advise the Independent Directors on the Scheme.

16. SCHEME DOCUMENT

Full details of the Scheme (including the recommendation of the Independent Directors along with the advice of PwCCF) and the Capital Distribution will be contained in a document (the “**Scheme Document**”) or documents to be despatched to shareholders of Datacraft in due course. **Shareholders are advised to exercise caution when trading in the Datacraft Shares, pending receipt of the Scheme Document (or documents) which will include the recommendation of the Independent Directors and the advice of PwCCF. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.**

17. OVERSEAS SHAREHOLDERS

The applicability of the Scheme to persons not resident in Singapore may be affected by the laws of the relevant jurisdiction. Scheme Shareholders who are not resident in Singapore should inform themselves about, and observe, any applicable requirements. Further details in relation to overseas shareholders will be contained in the Scheme Document.

18. RESPONSIBILITY STATEMENTS

18.1 The directors of Dimension Data (including any director who may have delegated detailed supervision of this Announcement) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Announcement (other than those relating to Datacraft and Cazenove) are fair and accurate and that no material facts have been omitted from this Announcement, and they jointly and severally accept responsibility accordingly. Where any information has been extracted from published or publicly available sources, the sole responsibility of the directors of Dimension Data has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Announcement.

18.2 The directors of Datacraft (including any director who may have delegated detailed supervision of this Announcement) have taken all reasonable care to ensure that the facts stated and opinions expressed in this Announcement (other than those relating to Dimension Data and Cazenove) are fair and accurate and that no material facts have been omitted from this Announcement, and they jointly and severally accept responsibility accordingly. Where any information has been extracted from published or publicly available sources, the sole responsibility of the directors of Datacraft has been to ensure through reasonable enquiries that such information is accurately extracted from such sources or, as the case may be, reflected or reproduced in this Announcement.

BY ORDER OF THE BOARD OF
DIMENSION DATA HOLDINGS PLC

Brett William Dawson
Executive Director and Chief Executive Officer

BY ORDER OF THE BOARD OF
DATA-CRAFT ASIA LTD

William B. G. Padfield
Executive Director and Chief Executive Officer

22 July 2008

SCHEDULE 1

Conditions Precedent

All capitalised terms used and defined herein shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection at the registered office of Datacraft during normal business hours until the date the Scheme becomes effective.

The Acquisition is conditional upon:

- (i) Scheme: the approval of the Scheme by Shareholders in compliance with the requirements of Section 210(3) of the Companies Act;
- (ii) Scheme and Capital Reduction Court Order: the grant of the Scheme Court Order and the Capital Reduction Court Order by the Court and such Scheme Court Order and Capital Reduction Court Order having become final;
- (iii) Capital Distribution and Reduction: the approval of the Capital Distribution and the Capital Reduction by Shareholders in compliance with the requirements of Section 78G of the Companies Act;
- (iv) ACRA Registration: the registration of the Scheme Court Order and the Capital Reduction Court Order with the ACRA;
- (v) Cash Resources: Datacraft having available cash resources of not less than US\$50,000,000 as at the Record Date;
- (vi) No Injunctions: no injunction or other order being issued by any court of competent jurisdiction or other legal restraint or prohibition preventing the consummation of the Scheme or the transactions proposed herein or any part thereof;
- (vii) Regulatory Approvals: prior to the Record Date, the following being obtained and not withdrawn:
 - (a) confirmation from the SIC that rules 14, 15, 16, 17, 20.1, 21, 22, 28, 29 and 33.2 and note 1(b) to rule 19 of the Code shall not apply to the proposed Scheme subject to any conditions the SIC may deem fit to impose; and
 - (b) the approval in-principle of the SGX-ST for the Scheme and for the proposed delisting of Datacraft;
- (viii) No Prescribed Occurrence: between the date of the Implementation Agreement and the Record Date, no Prescribed Occurrence in relation to the Datacraft Group occurs other than as required or contemplated by the Implementation Agreement;

(ix) Datacraft's Representations, Warranties and Covenants:

(a) the representations and warranties of Datacraft set out in the Implementation Agreement and Schedule 3 of this Announcement that:

(1) are qualified as to materiality being true and correct; and

(2) are not qualified as to materiality being true and correct in all material respects,

in each case as of the date of the Implementation Agreement and as of the Record Date as though made on and as of that date except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date); and

(b) Datacraft shall have, as of the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Record Date; and

(x) Dimension Data's Representations, Warranties and Covenants:

(a) the representations and warranties of Dimension Data set out in the Implementation Agreement and Schedule 2 to this Announcement (other than the representation and warranty set out in paragraph 7 of Schedule 2 to this Announcement) that:

(1) are qualified as to materiality being true and correct; and

(2) are not qualified as to materiality being true and correct in all material respects,

in each case as of the date of the Implementation Agreement and as of the Record Date as though made on and as of that date except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date); and

(b) Dimension Data shall have, as of the Record Date, performed and complied in all material respects with all covenants and agreements contained in the Implementation Agreement which are required to be performed by or complied with by it, on or prior to the Record Date.

SCHEDULE 2

Representations and Warranties of Dimension Data

The representations and warranties of Dimension Data in the Implementation Agreement are reproduced in this Schedule 2. All capitalised terms used and defined herein shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection at the registered office of Datacraft during normal business hours until the date the Scheme becomes effective.

Dimension Data represents and warrants that:

1. Status

Dimension Data is a company duly incorporated in England and Wales, with company registration number 3704278 and validly existing under its law of incorporation.

2. Power

Dimension Data has the corporate power to enter into and perform its obligations under the Implementation Agreement and to carry out the transactions contemplated by the Implementation Agreement.

3. Authority

Dimension Data has taken all necessary corporate action and obtained all necessary corporate approval to authorise the entry into the Implementation Agreement and the performance of the Implementation Agreement and to carry out the transactions contemplated in the Implementation Agreement.

4. Consents

Dimension Data shall obtain all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents from third parties) in order to:

- (a) enable Dimension Data lawfully to enter into, exercise its rights and perform and comply with its obligations under the Implementation Agreement; and
- (b) ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done.

5. Binding Obligation

Dimension Data's obligations under the Implementation Agreement are valid, legally binding and enforceable in accordance with its terms.

6. No Breach

Neither the execution nor performance by Dimension Data of the Implementation Agreement nor any transaction contemplated under the Implementation Agreement will violate any

provision of its constitutive documents, any order, writ, injunction or decree of any Governmental Agency applicable to Dimension Data or its assets, or any agreement or instrument to which Dimension Data is a party or by which Dimension Data or its assets are bound.

7. Financial Resources

Dimension Data has the financial resources to undertake and implement the Scheme.

SCHEDULE 3

Representations and Warranties of Datacraft

The representations and warranties of Datacraft in the Implementation Agreement are reproduced in this Schedule 3. All capitalised terms used and defined herein shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection at the registered office of Datacraft during normal business hours until the date the Scheme becomes effective.

Datacraft represents and warrants that:

1. Status

Datacraft is a company duly incorporated in the Republic of Singapore with company registration number 199301842Z and validly existing under its law of incorporation. As of the date of the Implementation Agreement, the issued share capital of the Company is US\$158,866,000 consisting of 461,890,427 ordinary shares (excluding 23,321,000 treasury shares).

2. Power

Datacraft has the corporate power to enter into and perform its obligations under the Implementation Agreement and to carry out the transactions contemplated by the Implementation Agreement.

3. Authority

Datacraft has taken all necessary corporate action and obtained all necessary corporate approval to authorise the entry into the Implementation Agreement and the performance of the Implementation Agreement and to carry out the transactions contemplated in the Implementation Agreement.

4. Consents

Datacraft shall obtain all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents from third parties) in order to:

- (a) enable Datacraft lawfully to enter into, exercise its rights and perform and comply with its obligations under the Implementation Agreement; and
- (b) ensure that those obligations are valid, legally binding and enforceable have been taken, fulfilled and done

5. Binding Obligation

Datacraft's obligations under the Implementation Agreement are valid, legally binding and enforceable in accordance with its terms.

6. No Breach

Neither the execution nor performance by Datacraft of the Implementation Agreement nor any transaction contemplated under the Implementation Agreement will violate any provision of its constitutive documents, any order, writ, injunction or decree of any Governmental Agency applicable to Datacraft or its assets, or any agreement or instrument to which Datacraft is a party or by which Datacraft or its assets are bound.

7. Cash

Datacraft has sufficient cash resources, free from Encumbrances, to effect the Capital Distribution and it is not aware of any fact, matter or circumstance which may affect the availability of cash resources to effect the Capital Distribution.

SCHEDULE 4

Prescribed Occurrences

All capitalised terms used and defined herein shall have the same meanings given to them in the Implementation Agreement, a copy of which is available for inspection at the registered office of Datacraft during normal business hours until the date the Scheme becomes effective.

For the purpose of this Announcement, "**Prescribed Occurrence**", in relation to the Datacraft Group means any of the following:

- (i) Resolution for Winding Up: Datacraft (or any subsidiary of Datacraft) resolving that it be wound up;
- (ii) Appointment of Liquidator and Judicial Manager: the appointment of a liquidator, provisional liquidator, judicial manager, provisional judicial manager and/or similar officer of Datacraft (or of any subsidiary of Datacraft);
- (iii) Order of Court for Winding Up: the making of an order by a court of competent jurisdiction for the winding up of Datacraft (or any subsidiary of Datacraft);
- (iv) Composition: Datacraft (or any subsidiary of Datacraft) entering into any arrangement or general assignment or composition for the benefit of its creditors generally;
- (v) Appointment of Receiver: the appointment of a receiver or a receiver and manager, in relation to the property or assets of Datacraft (or of any subsidiary of Datacraft);
- (vi) Insolvency: any event occurs which, under the laws of any jurisdiction, has an analogous or equivalent effect to any of the foregoing event(s);
- (vii) Cessation of Business: Datacraft (or any subsidiary of Datacraft) ceases or threatens to cease for any reason to carry on business in the usual course;
- (viii) Breach of Agreement: Datacraft being in material breach of any provisions of the Implementation Agreement;
- (ix) Investigations and Proceedings: if Datacraft (or any subsidiary of Datacraft) or any of its directors is or will be the subject of any governmental, quasi-governmental, criminal, regulatory or stock exchange investigation and/or proceeding; or
- (x) Analogous Event: Datacraft (or any subsidiary of Datacraft) becoming or being deemed by law or a court to be insolvent or stops or suspends or threatens to stop or suspend payment of its debts.