

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES, CANADA, AUSTRALIA OR JAPAN OR IN ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL

22 July 2008

Dimension Data Holdings plc

Proposed acquisition of the outstanding shares in Datacraft Asia Limited (“Datacraft Asia”) that Dimension Data Holdings plc (“Dimension Data” or the “Company”) does not already own (the “Acquisition”)

Proposed underwritten placing of new ordinary shares to raise approximately £60.2m

Summary

- Proposed acquisition of the outstanding shares in Datacraft Asia that Dimension Data does not already own at a price of US\$1.33 per Datacraft Asia share in cash
- Acquisition to be effected by way of a scheme of arrangement under Section 210 of the Companies Act, Chapter 50 of Singapore
- Strategic rationale for the Acquisition:
 - o Increase the Dimension Data group’s exposure to attractive growth markets through full ownership of one of the leading information technology services and solutions provider in Asia-Pacific
 - o Strengthen Datacraft Asia’s position in the market by improving its access to group-wide resources and enable it to react faster to available opportunities
 - o Improve group-wide operating efficiency and eliminate certain public company costs
 - o Eliminate Datacraft Asia’s public listing which no longer serves a material purpose
 - o Offers Datacraft Asia shareholders the opportunity to realise their investment at an attractive price
- Total consideration of approximately US\$276m to be funded from a combination of internal cash resources and placing of new ordinary shares
- Placing of approximately 136m new ordinary shares to raise approximately £60.2m is fully underwritten by R&V, a subsidiary of VenFin Limited, and Allan Gray (on behalf of its clients)
- Application will be made for the new ordinary shares to be admitted to the Official List of the UK Listing Authority and to be admitted to trading by the London Stock Exchange on its main market for listed securities. Application will also be made to the JSE for admission of the new ordinary shares on the list of securities kept by the JSE

Brett Dawson, CEO of Dimension Data commented, “We are excited about the opportunity to acquire the remaining shares of Datacraft, taking into consideration the growth prospects in Asia and the competitive landscape in our industry. Integrating Datacraft as a wholly-owned subsidiary will provide greater flexibility and place us in a better position to capture market opportunities.”

This summary should be read in conjunction with the full text of this Announcement.

Appendix I sets out the terms and conditions of the Placing.

Appendix II sets out the definitions used in this Announcement.

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Proposed underwritten placing of new ordinary shares to raise approximately £60.2m

Introduction

Dimension Data is pleased to announce a proposed acquisition of the outstanding shares in Datacraft Asia that Dimension Data does not already own at a price of US\$1.33 per Datacraft Asia share in cash for a total consideration of approximately US\$276m.

The Acquisition is proposed to be effected by way of a scheme of arrangement under Section 210 of the Companies Act, Chapter 50 of Singapore (the “**Scheme**”). In consideration of the transfer of each Datacraft share under the Scheme, eligible shareholders will receive an aggregate of US\$1.33 in cash. This per share consideration will be comprised of approximately US\$1.09 in cash from Dimension Data and approximately US\$0.24 in cash through a capital distribution from Datacraft Asia. For the avoidance of doubt, Dimension Data and its related corporations will not be entitled to the capital distribution. Documentation in respect of the Scheme will be posted to Datacraft Asia shareholders in due course but it is currently anticipated that the Scheme would, subject to Datacraft Asia shareholder approval and the approval of the High Court of the Republic of Singapore, complete in Q4 of this calendar year.

Further details on the Acquisition and the Scheme are set out in the Acquisition Announcement dated 22 July 2008 released by Dimension Data and Datacraft Asia earlier today.

The Acquisition is to be funded by a combination of internal cash resources and the Placing. The Placing is intended to raise approximately £60.2m through the issue of the Placing Shares. The Placing is fully underwritten by R&V, a subsidiary of VenFin Limited, and Allan Gray (on behalf of its clients) (the “**Underwriters**”).

The Placing is conditional on Admission occurring not later than 8:00 a.m. on 25 July 2008 (or such later date as the Company, JPMorgan Cazenove and the Underwriters may agree but not later than the Longstop Date).

Settlement for the Placing Shares issued pursuant to the Placing, as well as Admission, is expected to take place on a "T+3" basis on 25 July 2008.

Background to and reasons for the Acquisition

Dimension Data was founded in 1983 and in the year ended 30 September 2007 had revenues of approximately US\$3.8bn. It is a specialist IT services and solutions provider that helps its 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, has a primary listing on the London Stock Exchange and is also listed on the JSE.

Datacraft Asia was incorporated in Singapore on 29 March 1993 and was listed on the Main Board of the SGX-ST in 1995. Datacraft Asia is an independent IT services and solutions provider in Asia-Pacific. As a pioneer in systems and network integration, Datacraft Asia 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. For the year ended 30 September 2007, the Datacraft Asia group generated revenues of US\$580.8m, had a pre-tax profit of US\$41.2m and had gross assets of US\$348.7m. Dimension Data presently holds approximately 55.1 per cent. of Datacraft Asia. Datacraft Asia is headquartered in Singapore and has more than 50 major offices and over 1,450 employees across 13 Asia-Pacific markets.

Dimension Data has held a majority stake in Datacraft Asia since 1997, during which time there has been an increasing alignment of the 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 provider in Asia-Pacific.

Dimension Data believes that Datacraft Asia’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 Asia’s management will be able to react faster with greater flexibility to available opportunities internationally and accelerate its growth in key markets.

As a listed entity, Datacraft Asia incurs listing, compliance and other related costs associated with continuing listing requirements under the listing rules. Datacraft Asia’s public listing no longer serves a material purpose as Datacraft Asia has not raised any funds from the capital markets since the year 2000, and with US\$162.7m 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 Asia has experienced a reduced level in the trading of Datacraft Asia 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 Asia shares limits the purpose of its public listing and reduces the effectiveness of its employee incentive schemes.

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 Asia 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 Asia 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.

The Scheme provides an opportunity for Datacraft Asia shareholders, other than Dimension Data itself, to realise their investment in Datacraft Asia for cash at an attractive premium to recent market prices. The price payable per Datacraft Asia Share under the Scheme represents a 33 per cent. premium over the volume weighted average of transacted prices of the Datacraft Asia Shares on the SGX-ST of US\$1.00 over the last three months prior to the date of this Announcement.

Dimension Data has agreed to make an appropriate proposal to holders of Datacraft Asia Options in connection with the Scheme. This proposal will preserve the position of the holders of Datacraft Asia Options and continue to encourage their contribution and sense of belonging in Dimension Data.

Dimension Data has been integrally involved with Datacraft Asia for 11 years and, in the event the Scheme becomes effective, anticipates minimal changes in the operations of Datacraft Asia. Dimension Data intends to continue Datacraft Asia's services and solutions portfolio and maintain its go-to-market strategy, which are already closely aligned to that of Dimension Data. Dimension Data believes that Datacraft Asia has a strong and experienced management team and committed employees who are a key and valued component 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 Asia group, (b) make any major disposal or redeployment of assets (including the fixed assets of the Datacraft Asia group) or (c) discontinue the employment of the employees of the Datacraft Asia group.

The Placing

The Placing will be effected by way of an accelerated bookbuilding to be managed by JPMorgan Cazenove as sole bookrunner and joint lead manager and JPMSL as joint lead manager. The Placing is fully underwritten by the Underwriters at a price of 44.25 pence per ordinary share, and is subject to the terms and conditions set out in Appendix I.

The issue of 136,121,909 Placing Shares is expected to raise approximately £60.2m before expenses and represents an increase of approximately 8.7% in Dimension Data's current issued share capital. The books will open with immediate effect. The timing of the closing of the books, pricing and allocations is at the absolute discretion of JPMorgan Cazenove. Details of the results of the Placing will be announced by the Company as soon as practicable after the close of the bookbuild.

VenFin Limited (through R&V and its other subsidiaries holding Dimension Data shares) and Allan Gray currently own 21.3% and 22.9% respectively of the outstanding share capital of Dimension Data.

The Placing is conditional on Admission occurring not later than 8:00 a.m. on 25 July 2008 (or such later date as the Company, JPMorgan Cazenove and the Underwriters may agree but not later than the Longstop Date).

Settlement for the Placing Shares issued pursuant to the Placing, as well as Admission, is expected to take place on a "T+3" basis on 25 July 2008.

The Placing Shares will, when issued, be issued credited as fully paid and will rank pari passu in all respects with the existing ordinary shares of Dimension Data, including the right

to receive all dividends and other distributions declared, made or paid after the date of the issue.

Application will be made for the Placing Shares to be admitted to the Official List and to be admitted to trading by the London Stock Exchange on its main market for listed securities. Application will also be made to the JSE for admission of the Placing Shares on the list of securities kept by the JSE and it is expected that such admission will take place shortly following Admission.

By choosing to participate in the Placing by making an oral and legally binding offer to acquire Placing Shares, investors will be deemed to have read and understood this Announcement in its entirety (including Appendix I) and to be making such offer on the terms and conditions contained herein and to be providing the representations, warranties and acknowledgements and undertakings contained in Appendix I to this Announcement.

This Announcement is for information purposes only and does not constitute an offer or invitation to acquire or dispose of any securities or investment advice in any jurisdiction.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

For further information:

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This Announcement and the information contained herein are not for publication or distribution, directly or indirectly, to persons in the United States, Canada, Australia or Japan or in any jurisdiction in which such publication or distribution is unlawful.

This Announcement is not an offer of securities for sale in the United States. Placing Shares may not be offered or sold in the United States absent registration under the Securities Act or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Company has not and does not intend to offer any securities to the public in the United States. No money, securities or other consideration from any person inside the United States is being solicited and, if sent in response to the information contained in this Announcement, will not be accepted.

This Announcement does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for Placing Shares in any jurisdiction, including, without limitation, the United States, Canada, Australia or Japan, in which such offer or solicitation is or may be unlawful. The Placing Shares referred to in this Announcement have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States, and may not be offered, sold or transferred within the United States except pursuant to an exemption from, or in a transaction not

subject to, the registration requirements of the Securities Act. The Placing Shares are not being offered and sold in the United States.

The distribution of this Announcement and the Placing and/or issue of the Placing Shares in certain jurisdictions may be restricted by law and persons into whose possession any document or other information referred to herein comes should inform themselves about and observe any such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

The Joint Lead Managers, which are authorised and regulated in the United Kingdom by the Financial Services Authority, are acting exclusively for the Company and no one else in connection with the Acquisition, the Placing and the other matters referred to in this Announcement. The Joint Lead Managers will not regard any other person as their client and will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients nor for giving advice in relation to the Placing and the other matters referred to herein.

This Announcement includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including inter alia the terms "believes", "plans", "expects", "may", "will", or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include matters that are not historical facts and include statements regarding the Company's intentions, beliefs or current expectations concerning, among other things, the Company's results of operations, financial condition, liquidity, prospects, growth, strategies, the outlook for relevant markets and the proposed Acquisition and Placing. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. A number of factors could cause actual results and developments to differ materially from those expressed or implied by the forward-looking statements. Forward-looking statements may and often do differ materially from actual results. Any forward-looking statements in this Announcement reflect the Company's view with respect to future events as at the date of this Announcement and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Company's operations, results of operations, growth strategy and liquidity.

Save as required by relevant law or regulation, the Company undertakes no obligation publicly to release the results of any revisions to any forward-looking statements in this Announcement that may occur due to any change in its expectations or to reflect events or circumstances after the date of this Announcement. Information in this Announcement or any of the documents relating to the Acquisition or the Placing should not be relied upon as a guide to future performance.

This Announcement has been issued by, and is the sole responsibility of, the Company. 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 Asia, R&V, VenFin Limited, Allan Gray and the Joint Lead Managers) 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. The Joint Lead Managers and their Affiliates and agents shall have no liability for any information contained in this Announcement.

APPENDIX I

TERMS AND CONDITIONS OF THE PLACING

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES, CANADA, AUSTRALIA OR JAPAN OR IN ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL

IMPORTANT INFORMATION FOR PLACEEES ONLY REGARDING THE PLACING

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE DIRECTED ONLY AT PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND (1) ARE “**QUALIFIED INVESTORS**” AS DEFINED IN SECTION 86(7) OF FSMA, BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2.1(e)(i), (ii) OR (iii) OF THE PROSPECTUS DIRECTIVE AND (2) IN THE UNITED KINGDOM FALL WITHIN ARTICLE 19(5) (INVESTMENT PROFESSIONALS) OF THE ORDER OR ARE PERSONS WHO FALL WITHIN ARTICLE 49(2)(a) TO (d) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC) OF THE ORDER OR TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”). THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN (AND THE ANNOUNCEMENT OF WHICH IT FORMS PART) MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. PERSONS DISTRIBUTING THIS APPENDIX (AND THE ANNOUNCEMENT OF WHICH IT FORMS PART) MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN DIMENSION DATA HOLDINGS PLC.

THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND, ABSENT REGISTRATION, MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR AS A PART OF A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES.

THIS ANNOUNCEMENT IS NOT INTENDED TO BE AND DOES NOT CONSTITUTE AN OFFER TO THE PUBLIC AS CONTEMPLATED IN SECTION 142 OF THE SOUTH AFRICAN COMPANIES ACT 61 OF 1973 (AS AMENDED). IN SOUTH AFRICA IT IS ONLY DIRECTED AT:

- (1) BANKS, MUTUAL BANKS OR INSURERS AS REGISTERED UNDER THE APPLICABLE SOUTH AFRICAN LEGISLATION OR A WHOLLY-OWNED SUBSIDIARY OF A REGISTERED BANK, MUTUAL BANK OR INSURER ACTING IN AN AGENCY CAPACITY AS AN AUTHORISED PORTFOLIO MANAGER FOR A REGISTERED PENSION FUND OR AS A MANAGER FOR A REGISTERED COLLECTIVE INVESTMENT SCHEME; AND/OR
- (2) ADDRESSEES ACTING AS PRINCIPALS WHO ARE WILLING TO SUBSCRIBE FOR SHARES TO A VALUE OF AT LEAST SOUTH AFRICAN RAND 100,000,

OTHER THAN ANY SHARES THAT ARE TAKEN UP BY ALLAN GRAY ON BEHALF OF ITS CLIENTS AS UNDERWRITER. SOUTH AFRICAN SUBSCRIBERS (WHO COMPLY WITH THESE SELLING RESTRICTIONS) WILL ONLY BE ENTITLED TO SUBSCRIBE FOR SHARES ON THE COMPANY'S SHARE REGISTER IN LONDON AND NOT ON THE COMPANY'S SOUTH AFRICAN BRANCH REGISTER.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF A PURCHASE OF PLACING SHARES.

THIS ANNOUNCEMENT AND ANY OFFER IF MADE SUBSEQUENTLY IS ONLY ADDRESSED TO, AND DIRECTED AT, PERSONS IN MEMBER STATES OF THE EEA WHO ARE QUALIFIED INVESTORS (AS DEFINED ABOVE).

By participating in the Bookbuilding and the Placing, Placees will be deemed to have read and understood this Appendix in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained herein and to be providing the representations, warranties, agreements, acknowledgements and undertakings contained herein.

Capitalised terms used in this Appendix but not otherwise defined, shall have the meaning given to them in the section entitled "Definitions" at Appendix II.

In particular each such Placee represents, warrants and acknowledges that:

1. it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
2. in the case of a Relevant Person in a Relevant Member State who acquires any Placing Shares pursuant to the Placing:
 - (a) it is a Qualified Investor; and
 - (b) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive:
 - (i) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of JPMorgan Cazenove has been given to the offer or resale; or
 - (ii) where Placing Shares have been acquired by it on behalf of persons in any member state of the EEA other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Directive as having been made to such persons;
3. in the case of a Placee in South Africa, it:
 - (a) is a bank, mutual bank or insurer as registered under the applicable South African legislation or a wholly-owned subsidiary of a registered bank, mutual bank or insurer acting in an agency capacity as an authorised portfolio manager for a registered pension fund or as a manager for a registered collective investment scheme; and/or
 - (b) is acting as principal and is subscribing for Placing Shares to a value of at least South African Rand 100,000; and
4. it is acquiring the Placing Shares outside the United States in an "offshore transaction" (within the meaning of Regulation S, a safe harbour from registration under the Securities Act promulgated thereunder).

This Announcement (including this Appendix) is not an offer of securities for sale in the United States. Placing Shares may not be offered or sold in the United States absent registration under the Securities Act or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Company has not offered and does not intend to offer any securities to the public in the United States. No money, securities or other consideration from any person inside the United States is being solicited and, if sent in response to the information contained in this Announcement, will not be accepted.

This Announcement (including this Appendix) does not constitute an offer to sell or issue or the solicitation of an offer to buy or subscribe for Placing Shares in any jurisdiction, including, without limitation, the United States, Canada, Australia or Japan, in which such offer or solicitation is or may be unlawful. This Announcement and the information contained herein are not for publication or distribution, directly or indirectly, to persons in the United States, Canada, Australia or Japan or in any jurisdiction in which such publication or distribution is unlawful.

The Placing Shares referred to in this Announcement have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States, and may not be offered, sold or transferred within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. The Placing Shares are not being offered and sold in the United States. The Placing Shares are being offered and sold outside the United States in reliance on Regulation S.

The distribution of this Announcement and the Placing and/or issue of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company, the Joint Lead Managers, the Underwriters or any of their respective Affiliates that would permit an offer of the Placing Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company and the Joint Lead Managers to inform themselves about and to observe any such restrictions.

In this Appendix, unless the context otherwise requires, the "**Company**" means Dimension Data Holdings plc and "**Placee**" includes a person (including individuals, funds or others) on whose behalf a commitment to acquire Placing Shares has been given.

No prospectus

No prospectus or other offering document has been or will be submitted to be approved by the FSA or any other authority in relation to the Placing and the Placees' commitments will be made solely on the basis of the information contained in this Announcement, the ABO Closing Announcement, the Acquisition Announcement and the Publicly Available Information. Each Placee, by participating in the Placing, agrees that it has neither received nor relied on any information, representation, warranty or statement made by or on behalf of the Joint Lead Managers, the Company, the Underwriters or any other person other than the Publicly Available Information and neither the Joint Lead Managers, the Company, the Underwriters nor any person acting on such person's behalf nor any of their Affiliates has or shall have any liability for any Placee's decision to accept this invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company and Datacraft Asia in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Details of the Placing and Underwriting Agreement and the Placing Shares

The Joint Lead Managers and the Underwriters have entered into the Placing and Underwriting Agreement with the Company under which:

- (a) the Joint Lead Managers have undertaken to arrange the Placing and use their reasonable endeavours to procure Placees for the Placing Shares at the Placing Price; and
- (b) the Underwriters have undertaken to underwrite the Placing at the Placing Price, each on the terms and subject to the conditions set out in the Placing and Underwriting Agreement.

The Placing Shares will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing issued Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid in respect of such Ordinary Shares after the date of issue of the Placing Shares.

The allotment and issue of the Placing Shares will be made by the Company to Placees procured by the Joint Lead Managers (or, if applicable, to the Underwriters) in consideration for the transfer to the Company of certain shares in a Jersey incorporated company by JPMorgan Cazenove.

Application for admission to listing and trading

Application will be made to the FSA and to the London Stock Exchange for Admission. It is expected that Admission will take place on or before the Longstop Date. Application will also be made to the JSE for admission of the Placing Shares on the list of securities kept by the JSE and it is expected that such admission will take place shortly following Admission.

Bookbuilding

The Joint Lead Managers will today commence the Bookbuilding to determine demand for participation in the Placing by Placees. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

The Joint Lead Managers shall be entitled to effect the Placing by such alternative method to the Bookbuilding as they may, in their sole discretion, determine.

Principal terms of the Bookbuilding and Placing

1. The Joint Lead Managers (whether through themselves or any of their Affiliates) are arranging the Placing as agents of the Company. Participation in the Placing will only be available to persons who may lawfully be, and are, invited by the Joint Lead Managers to participate.
2. The Bookbuilding will be at the Placing Price and shall be payable to the Joint Lead Managers by all Placees. The results of the Bookbuilding are expected to be announced by 5:00 p.m. today via a Regulatory Information Service, although JPMorgan Cazenove reserves the right, at its sole discretion, to close the books earlier.
3. To bid in the Bookbuilding, Placees should communicate their bid by telephone to their usual sales contact at the Joint Lead Managers. Each bid should state the number of shares in the Company which a prospective Placee wishes to acquire at the Placing Price. Bids may be scaled down by JPMorgan Cazenove on the basis referred to in paragraph 6 below.
4. The Bookbuilding is expected to close no later than 4:30 p.m. on 22 July 2008 but may be closed earlier or later at the discretion of JPMorgan Cazenove. JPMorgan Cazenove may, at its sole discretion, accept bids that are received after the Bookbuilding has closed. The Company reserves the right to reduce or seek to increase the amount to be raised pursuant to the Placing, in its discretion.
5. Allocations will be confirmed orally by the Joint Lead Managers following the close of the Placing and a trade confirmation will be despatched as soon as possible thereafter. A Joint Lead Manager's oral confirmation will constitute an irrevocable legally binding commitment upon a person who has made a bid (who at that point will become a Placee) in favour of the Joint Lead Managers and the Company, under which it agrees to subscribe for the number of Placing Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix and in accordance with the Company's memorandum and articles of association.
6. Subject to paragraph 4 above, JPMorgan Cazenove may choose to accept bids, either in whole or in part, on the basis of allocations determined at its discretion (in consultation with the Company) and may scale down any bids for this purpose on such basis as it may determine. JPMorgan Cazenove may also, notwithstanding paragraphs 4 and 5 above, (a) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time and (b) allocate Placing Shares after the Bookbuilding has closed to any person submitting a bid after that time.

7. A bid in the Bookbuilding will be made on the terms and subject to the conditions in this Appendix and will be legally binding on the Placee on behalf of which it is made and, except with the consent of the Joint Lead Managers, will not be capable of variation or revocation after the time at which it is submitted. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to JPMorgan Cazenove or JPMSL, to pay to JPMorgan Cazenove or JPMSL (or as JPMorgan Cazenove or JPMSL may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to acquire. Each Placee's obligations will be owed to the Company and to the Joint Lead Managers.
8. Except as required by law or regulation, no press release or other announcement will be made by the Joint Lead Managers or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
9. Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
10. All obligations under the Bookbuilding and Placing will be subject to fulfilment of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Termination of the Placing".
11. By participating in the Bookbuilding, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
12. To the fullest extent permissible by law, neither the Joint Lead Managers, the Underwriters nor any of their respective Affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither the Joint Lead Managers, the Underwriters nor any of their respective Affiliates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of the Joint Lead Managers' conduct of the Bookbuilding or of such alternative method of effecting the Placing as the Joint Lead Managers, the Underwriters and the Company may agree.

Registration and Settlement

Settlement of transactions in the Placing Shares following Admission will take place within the CREST system (in pounds sterling only). Settlement will be on a delivery versus payment basis. However, in the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, the Company, the Joint Lead Managers and the Underwriters may agree that the Placing Shares should be issued in certificated form. The Joint Lead Managers reserve the right to require settlement of the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as they deem necessary if delivery or settlement to Placees is not possible or practicable within the CREST system or would not be consistent with regulatory requirements in a Placee's jurisdiction.

Each Placee allocated Placing Shares in the Placing will be sent a trade confirmation stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to the relevant Joint Lead Manager and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions that it has in place with the relevant Joint Lead Manager.

It is expected that settlement will be on 25 July 2008 on a T+3 basis, unless otherwise notified by the Joint Lead Managers in accordance with the instructions set out in the trade confirmation.

Interest is chargeable daily on payments not received on the due date in accordance with the arrangements set out above, in respect of either CREST or certificated deliveries, at the rate of 2 percentage points above the prevailing LIBOR as determined by the Joint Lead Managers.

If Placees do not comply with their obligations and fail to acquire on the Closing Date the Placing Shares conditionally allotted to such Placees, upon the terms of and subject to the conditions of the Placing and Underwriting Agreement, the Underwriters (as principal) may, at the sole discretion of the Joint Lead Managers, acquire such number of Placing Shares on the Closing Date and such Placees are deemed to agree to such an arrangement.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees must ensure that, upon receipt, the trade confirmation is copied and delivered immediately to the relevant person within that organisation.

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Conditions of the Placing

The Placing is conditional upon the Placing and Underwriting Agreement becoming unconditional and not having been terminated in accordance with its terms.

The obligations of the Joint Lead Managers and the Underwriters under the Placing and Underwriting Agreement are, and the Placing is, conditional on Admission occurring by not later than 8:00 a.m. on the Closing Date.

By participating in the Bookbuilding, each Placee agrees that its rights and obligations cease and terminate only in the circumstances described above and under "Termination of the Placing" below and will not be capable of rescission or termination by it.

Each of JPMorgan Cazenove and the Underwriters may, at their discretion and upon such terms as they determine, extend the time and/or date for fulfilment by the Company of the Company's obligations in relation to the condition in the Placing and Underwriting Agreement but the condition may not be waived. Any such extension will not affect Placees' commitments as set out in this Appendix.

Neither the Company, the Joint Lead Managers, the Underwriters nor any of their respective Affiliates shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision any of them may make as to whether or not to extend the time and/or date for the satisfaction of the condition to the Placing nor for any decision any of them may make as to the satisfaction of the condition or in respect of the Placing generally.

Termination of the Placing

If the condition to the Placing and Underwriting Agreement has not been satisfied by the date specified therein (or such later time and/or date as the Company, JPMorgan Cazenove and the Underwriters may agree but not later than the Longstop Date), JPMorgan Cazenove, on behalf of itself, JPMSL and the Underwriters (following consultation and agreement with JPMSL and the Underwriters) may, in its absolute discretion, terminate the obligations of itself and those of JPMSL and the Underwriters under the Placing and Underwriting Agreement with immediate effect by notice in writing delivered to the Company or (if such delivery is not practicable in the circumstances) by an oral communication to any Director (such communication to be confirmed in writing by JPMorgan Cazenove (on behalf of itself, JPMSL and the Underwriters) as soon as reasonably practicable afterwards), and such delivery or communication to be made before Admission.

If the Placing and Underwriting Agreement is terminated in accordance with its terms, the rights and obligations of each Placee in respect of the Placing as described in this Announcement (including this Appendix) shall cease and terminate at such time and no claim may be made by any Placee in respect thereof.

By participating in the Placing, each Placee agrees that the exercise by JPMorgan Cazenove, on behalf of itself, JPMSL and the Underwriters, of any right of termination or any other right or other

discretion under the Placing and Underwriting Agreement shall be within the absolute discretion of the Joint Lead Managers and the Underwriters (as the case may be) and that neither the Company, the Joint Lead Managers nor the Underwriters need make any reference to such Placee and that neither the Company, the Joint Lead Managers, the Underwriters nor any of their respective Affiliates shall have any liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise.

By participating in the Placing, each Placee agrees that its rights and obligations terminate only in the circumstances described above and will not be capable of rescission or termination by it after oral confirmation by the Joint Lead Managers following the close of the Bookbuilding.

Representations and further terms

By submitting a bid in the Bookbuilding, each prospective Placee (and any person acting on such Placee's behalf) represents, warrants, acknowledges and agrees (for itself and for any such prospective Placee) that:

1. it has read this Announcement (including this Appendix) in its entirety and that its purchase of the Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein;
2. it has not received a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document has been or will be prepared in connection with the Placing;
3. (a) it has made its own assessment of the Company, Datacraft Asia, the Placing Shares and the terms of the Placing and the Acquisition based on the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares; (b) neither the Joint Lead Managers, the Underwriters, the Company nor any of their Affiliates has provided to it any information document (including any material prepared by the research department of the Joint Lead Managers or any of their Affiliates) or made any representation to it, express or implied, with respect to the Company, Datacraft Asia, the Placing, the Placing Shares or the Acquisition or the accuracy, completeness or adequacy of the Publicly Available Information; and (c) it has conducted its own investigation of the Company, Datacraft Asia, the Placing, the Placing Shares and the Acquisition and it has satisfied itself that the information is still current and it has relied on that investigation for the purposes of its decision to participate in the Placing;
4. neither the Company nor the Joint Lead Managers nor the Underwriters nor any of their Affiliates nor any person acting on behalf of any of them has provided, nor will they provide, it with any material regarding the Placing, the Placing Shares or the Company other than this Announcement; nor has it requested any of the Company, the Joint Lead Managers, the Underwriters or any of their Affiliates or any person acting on behalf of any of them to provide it with any such information;
5. the content of this Announcement is exclusively the responsibility of the Company and neither the Joint Lead Managers, the Underwriters nor any person acting on their respective behalf is responsible for or has or shall have any liability for any information or representation relating to the Company or Datacraft Asia contained in this Announcement or the Publicly Available Information and will not be liable for any Placee's decision to participate in the Placing based on any information, representation, warranty or statement contained in this Announcement, the Publicly Available Information or otherwise. Nothing in this Appendix shall exclude any liability of any person for fraudulent misrepresentation;
6. it is not, and at the time the Placing Shares are acquired will not be, a resident of Australia, Canada or Japan, and it is not, and at the time the Placing Shares are acquired will not be, in the United States and it will be acquiring the Placing Shares in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S;

7. the Placing Shares have not been nor will be registered under the Securities Act, nor under the securities laws of any of the States of the United States, nor approved or disapproved by the United States Securities and Exchange Commission, any state securities commission in the United States nor any other United States regulatory authority nor under the securities laws of Australia, Canada, South Africa or Japan and, except in transactions exempt from the registration requirements of the United States, Australia, Canada, South Africa or Japan, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, to any person within those jurisdictions (except pursuant to an exemption under the relevant local law) or in any other jurisdiction where to do so would be in breach of any applicable law and/or regulation;
8. it and/or each person on whose behalf it is participating:
 - (a) is entitled to acquire Placing Shares pursuant to the Placing under the laws of all relevant jurisdictions;
 - (b) has fully observed such laws;
 - (c) has all necessary capacity and authority and is entitled to enter into and perform its obligations as an acquirer of Placing Shares and will honour such obligations;
 - (d) has obtained all necessary consents and authorities (including, without limitation, in the case of a person acting on behalf of a Placee, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto; and
 - (e) has not taken any action or omitted to take any action which will or may result in the Company, the Joint Lead Managers, the Underwriters or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;
9. if it is a pension fund or investment company, its purchase of Placing Shares is in full compliance with applicable laws and regulations;
10. participation in the Placing is on the basis that it is not and will not be a client of the Joint Lead Managers and that neither Joint Lead Manager nor any Underwriter has any duties or responsibilities to a Placee for providing protections afforded to its clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing and Underwriting Agreement;
11. it (and any person acting on its behalf) will make payment to JPMorgan Cazenove or JPMSL (as the case may be) (in pounds sterling only) in accordance with the terms and conditions of this Announcement on the due times and dates set out in this Announcement;
12. the person who it specifies for registration as holder of the Placing Shares will be (a) the Placee or (b) a nominee of the Placee, as the case may be. Neither the Joint Lead Managers, the Company nor the Underwriters will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to acquire Placing Shares pursuant to the Placing on the basis that the Placing Shares will be allotted to a CREST stock account of the Joint Lead Managers who will hold them as nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions;
13. the allocation, allotment, issue and delivery to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a liability under (or at a rate determined under) any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services), that it is not participating in the Placing as nominee or agent for any person or persons to whom the allocation, allotment, issue or delivery of Placing Shares would give rise to such a liability and that the Placing Shares are not being subscribed by it in

connection with arrangements to issue depositary receipts or to transfer Placing Shares into a clearance system;

14. it and any person acting on its behalf falls within Article 19 and/or 49 of the Order and undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
15. it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA;
16. it is a qualified investor as defined in section 86(7) of the FSMA, being a person falling within Article 2.1(e)(i), (ii) or (iii) of the Prospectus Directive;
17. if it is a prospective Placee in South Africa, the Company has not registered a prospectus with the Registrar of Companies in South Africa for the offer of the Placing Shares and it:
 - (a) is a bank, mutual bank or insurer as registered under the applicable South African legislation or a wholly-owned subsidiary of a registered bank, mutual bank or insurer acting in an agency capacity as an authorised portfolio manager for a registered pension fund or as a manager for a registered collective investment scheme; and/or
 - (b) is acting as principal and is subscribing for Placing Shares to a value of at least South African Rand 100,000;
18. it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;
19. it has complied and it will comply with all applicable provisions of the FSMA with respect to anything done by it or on its behalf in relation to the Placing Shares in, from or otherwise involving the United Kingdom;
20. if it has received any confidential price sensitive information about the Company in advance of the Placing, it has not (a) dealt in the securities of the Company, (b) encouraged or required another person to deal in the securities of the Company; or (c) disclosed such information to any person, prior to the information being made generally available;
21. it is not acting in concert (within the meaning given in the City Code on Takeovers and Mergers) with any other Placee or any person in relation to the Company;
22. it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in any member state of the EEA within the meaning of the Prospectus Directive (which means Directive 2003/71/EC and includes any relevant implementing measure in any member state);
23. it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended) and the Money Laundering Regulations 2007 (the "**Regulations**") and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;

24. the Company, the Joint Lead Managers, the Underwriters and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements, agreements and undertakings which are irrevocable;
25. if it is a financial intermediary, as that term is used in Article 3(2) of the Prospective Directive, the Placing Shares purchased by it in the Placing have not been acquired on a non-discretionary basis on behalf of, nor have they been acquired with a view to their offer or resale to, persons in a Relevant Member State other than Qualified Investors or in circumstances in which the prior written consent of the JPMorgan Cazenove has been given to the offer or resale;
26. the Placing Shares will be issued subject to the terms and conditions of this Appendix and time shall be of the essence as regards obligations pursuant to this Announcement; and
27. any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or the Joint Lead Managers in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange.

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) agrees to indemnify and hold the Company, the Joint Lead Managers and the Underwriters harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing.

The agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as agent) free of stamp duty and stamp duty reserve tax in the UK relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, directly by the Company. Such agreement assumes that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to transfer the Placing Shares into a clearance service. If there were any such arrangements, or the settlement related to other dealings in the Placing Shares, stamp duty or stamp duty reserve tax may be payable, for which neither the Company, the Joint Lead Managers nor the Underwriters would be responsible. If this is the case, each Placee should seek its own advice and notify the Joint Lead Managers accordingly.

In addition, Placees should note that they will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares.

The representations, warranties, acknowledgements and undertakings contained in this Appendix are given to the Joint Lead Managers and the Underwriters for themselves and on behalf of the Company and are irrevocable.

The Joint Lead Managers are acting exclusively for the Company and no one else in connection with the Bookbuilding and the Placing, and the Joint Lead Managers will not be responsible to anyone (including any Placees) other than the Company for providing the protections afforded to their respective clients or for providing advice in relation to the Bookbuilding or the Placing or any other matters referred to in this Announcement.

Each Placee and any person acting on behalf of the Placee acknowledges that the Joint Lead Managers and the Underwriters owe no fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing and Underwriting Agreement.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that each Joint Lead Manager may (at its absolute discretion) satisfy its obligations to procure Placees by itself agreeing to or procuring that one of its Affiliates shall become a Placee in respect of some or all of the Placing Shares or by nominating any connected or associated person to do so. Each Placee and any person acting on behalf of the Placee also acknowledges and agrees that each Underwriter may participate in the Placing (on behalf of itself or its clients) as a Placee.

When a Placee or any person acting on behalf of the Placee is dealing with the Joint Lead Managers, any money held in an account with the Joint Lead Managers on behalf of such Placee and/or any person acting on behalf of such Placee will not be treated as client money within the meaning of the relevant rules and regulations of the FSA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the Joint Lead Manager's money in accordance with the client money rules. The money will be held by it under a banking relationship and not as trustee and will be used by the Joint Lead Managers in the course of its own business and the Placee will rank only as a general creditor of the Joint Lead Managers.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser. Each Placee and each person acting on behalf of the Placee acknowledges that neither the Joint Lead Managers, the Underwriters nor any of their respective Affiliates, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing nor providing advice in relation to the Placing nor in respect of any warranties, representations, undertakings or indemnities contained in the Placing and Underwriting Agreement nor the exercise or performance of any of the Joint Lead Manager's and the Underwriters' rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination rights.

All times and dates in this Announcement are to times and dates in London and may be subject to amendment. The Joint Lead Managers will notify Placees and any persons acting on behalf of the Placees of any changes.

APPENDIX II

DEFINITIONS

In this Announcement, unless the context otherwise requires:

“ABO Closing Announcement” means the press announcement by the Company giving details of the number of Placing Shares to be allotted pursuant to the Placing at the Placing Price;

“Acquisition” means the proposed acquisition by the Company, by way of the Scheme, of approximately 45 per cent. of the entire issued share capital of Datacraft Asia that it does not already own as announced by Dimension Data and Datacraft Asia earlier today in the Acquisition Announcement;

“Acquisition Announcement” means the press announcement dated the date hereof released by Dimension Data and Datacraft Asia relating to the Acquisition;

“Admission” means admission of the Placing Shares to the Official List maintained by the FSA and to trading on the London Stock Exchange's main market for listed securities;

“Affiliate” means (save where used in the context of the Securities Act, in which case the term shall have the meaning given to it in Regulation D of the Securities Act) in respect of a person, any holding company (including, in respect of JPMorgan Cazenove, Cazenove Group Limited and JPMorgan Cazenove Holding and in respect of JPMSL, JP Morgan Chase & Co.) or subsidiary undertaking of such person or any subsidiary undertaking of any such holding company, or any of their respective associated undertakings;

“Allan Gray” means Allan Gray Limited, a company incorporated in South Africa whose registered office is at Granger Bay Court, Beach Road, V&A Waterfront, Cape Town, 8001, South Africa;

“Bookbuilding” means the process to be carried out by the Joint Lead Managers to establish demand from potential Placees for the Placing Shares at the Placing Price;

“Closing Date” means the date to be specified by the Company for the closing of the Placing and in any event before the Longstop Date;

“Company” or **“Dimension Data”** means Dimension Data Holdings plc, a company registered in England and Wales whose registered office is at Dimension Data House, Building 2 Waterfront Business Park, Fleet Road, Fleet, Hampshire GU51 3QT;

“Datacraft Asia” means Datacraft Asia Limited (company registration number 199301842Z), a public company limited by shares incorporated in the Republic of Singapore under the Singapore Companies Act;

“Datacraft Asia Options” means the options granted under the Datacraft Asia Option Schemes;

“Datacraft Asia Option Schemes” means the Datacraft Asia Share Option Scheme and the Datacraft Asia Share Option Scheme 2003;

“Datacraft Asia Shares” means ordinary shares in the capital of Datacraft Asia;

“Director” means a director of the Company from time to time;

“EEA” means the European Economic Area;

“FSA” means the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of the FSMA and in the exercise of its functions in respect of the admission of securities to the Official List otherwise than in accordance with Part VI of the FSMA;

“FSMA” means the Financial Services and Markets Act 2000, as amended;

"Implementation Agreement" means the agreement dated the date hereof between the Company and Datacraft Asia in connection with the Scheme;

"Joint Lead Managers" means JPMorgan Cazenove and JPSML;

"JPMorgan Cazenove" means JPMorgan Cazenove Limited, a company registered in England and Wales whose registered office is at 20 Moorgate, London EC2R 6DA;

"JPMSL" means J.P. Morgan Securities Ltd., a company registered in England and Wales whose registered office is at 125 London Wall, London EC2Y 5AJ;

"JSE" means JSE Limited (registration number 2005/022939/06), a public company registered and incorporated in South Africa, licensed as an exchange under the South African Securities Services Act, No. 36 of 2004, as amended;

"Listing Rules" means the listing rules produced by the FSA under Part VI of the FSMA and forming part of the FSA's Handbook of rules and guidance, as amended from time to time;

"London Stock Exchange" means London Stock Exchange plc;

"Longstop Date" means 1 August 2008;

"Official List" means the Official List maintained by the FSA;

"Order" means the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended;

"Ordinary Shares" means ordinary shares with a nominal value of US\$0.01 each in the capital of the Company;

"Placees" means persons (including individuals, funds or others) on whose behalf a commitment to acquire Placing Shares has been given and Placee means any one of them;

"Placing" means the placing of the Placing Shares by the Joint Lead Managers on behalf of the Company pursuant to the provisions of the Placing and Underwriting Agreement;

"Placing and Underwriting Agreement" means the agreement dated the date hereof between the Company, the Joint Lead Managers and the Underwriters relating to the Placing;

"Placing Price" means 44.25 pence per Ordinary Share at which the Placing Shares are to be placed with Placees;

"Placing Shares" means the new ordinary shares to be placed with institutional investors, representing approximately 8.7% of the Company's issued share capital;

"Prospectus Directive" means Directive 2003/71/EC;

"Publicly Available Information" means any information publicly announced by or on behalf of Datacraft Asia or any information publicly announced to a Regulatory Information Service by or on behalf of the Company on or prior to the date of this Announcement;

"Regulation S" means Regulation S promulgated under the Securities Act;

"Regulatory Information Service" means any of the regulatory information services included within the list maintained on the London Stock Exchange's website;

"Relevant Member State" means a member state of the EEA which has implemented the Prospectus Directive;

“**R&V**” means R&V Technology Holdings Limited, a company incorporated in the British Virgin Islands whose registered office is at CITCO Building, Wickham’s Cay, P.O. Box 662, Road Town, Tortola, British Virgin Islands;

“**SGX-ST**” means Singapore Exchange Securities Trading Limited;

“**Securities Act**” means the United States Securities Act of 1933, as amended;

“**Scheme**” means the scheme of arrangement under Section 210 of the Singapore Companies Act, to be undertaken by Datacraft Asia in accordance with the terms of the Implementation Agreement to effect the Acquisition;

“**Singapore Companies Act**” means the Companies Act, Chapter 50 of Singapore;

“**South Africa**” means the Republic of South Africa;

“**Underwriters**” means R&V and Allan Gray;

“**United Kingdom**” or “**UK**” means the United Kingdom of Great Britain and Northern Ireland; and

“**United States**” or “**US**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.