

## **AGREEMENT**

between

**4SIGHT HOLDINGS LIMITED**  
**Registration Number: C148335 C1/GBL**  
**("Purchaser" and/or "Company")**

and

**MORNE GERHARD SWANEPOEL**  
**Identity Number: 720508 5116 083**  
**("Seller" and/or "Swanepoel")**

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*ME P.C*

1. **PARTIES**

- 1.1 The Parties to this Agreement are –
  - 1.1.1 4Sight Holdings Limited; and
  - 1.1.2 Mome Gerhard Swanepoel.
- 1.2 The Parties agree as set out below.

2. **INTERPRETATION**

- 2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
  - 2.1.1 "**Agreement**" means this document, including all annexures hereto;
  - 2.1.2 "**Closing Date**" means the date upon which the Seller's Share Consideration has been paid and the Seller's Shares have been transferred to the Company;
  - 2.1.3 "**Companies Act**" means the Mauritius Companies Act 2001;
  - 2.1.4 "**Company**" or "**Purchaser**" means 4Sight Holdings Limited, registration number C148335 C1/GBL, a company duly incorporated in accordance with the laws of Mauritius, whose registered office is c/o Navitas Management Services Limited, Navitas House, Robinson Lane, Floréal, Mauritius;
  - 2.1.5 "**Conditions Precedent**" means the suspensive conditions set out in clause 4 below;
  - 2.1.6 "**CSDP**" means a nominated depository institution or central securities depository participant as contemplated in the Financial Markets Act 19 of 2012;
  - 2.1.7 "**Effective Date**" means the date on which the last remaining Condition Precedent has been fulfilled or waived (if capable of being waived);
  - 2.1.8 "**IFRS**" means International Financial Reporting Standards as issued by the Board of the International Accounting Standards Committee from time to time;
  - 2.1.9 "**JSE**" means JSE Limited, registration number 2005/022939/06, a public company duly incorporated in accordance with the laws of South Africa and licenced as an exchange under the Securities Act 36 of 2004, or the securities exchange licensed in terms of the Financial Markets Act, owned and operated by that entity, as applicable;
  - 2.1.10 "**JSE Listings Requirements**" means the listings requirements of the JSE applicable from time to time;
  - 2.1.11 "**Mauritius**" means the Republic of Mauritius;
  - 2.1.12 "**Parties**" means the parties to this Agreement and "**Party**" means any one of them as the context may indicate;
  - 2.1.13 "**Representative(s)**" means the person(s) designated and authorised by each of the Parties respectively, representing them and appending their signatures to this Agreement;
  - 2.1.14 "**Resolution(s)**" means the decisions taken by the Director(s) and/or Shareholder(s) of the Company, authorising their Representative to conclude this Agreement and to facilitate the implementation hereof;

2.1.15 **"Seller's Nominated Bank Account"** means the Seller's nominated bank account to which the Seller's Share Consideration is to be paid, which shall be:

Account Holder: MG Swanepoel  
 Bank: ABSA Bank Limited  
 Account: Current  
 Account No: 4078278376  
 Branch Code: 632005

or such other bank account as may in writing be nominated and specified by the Seller to the Purchaser;

2.1.16 **"Seller's Shares"** means collectively 125,521,898 ordinary no par value shares in the issued share capital of the Company, to be disposed of and transferred by the Seller to the Company, representing approximately 19.02% of the aggregate number of issued shares in the share capital of the Company as at the Signature Date and Closing Date;

2.1.17 **"Seller's Share Consideration"** means the amount to be paid by the Purchaser to the Seller, for acquiring the Seller's Shares, as recorded in clause 5 below;

2.1.18 **"Signature Date"** means the date of signature of this Agreement by the Party last signing;

2.1.19 **"South Africa"** means the Republic of South Africa;

2.1.20 **"Tax"** means all forms of taxation, dues, duties, imposts, levies and rates in the relevant jurisdiction, imposed or deducted, or otherwise payable as a consequence of any direction or order of any tax authority, together with all costs, charges, interest, penalties, fines and expenses incidental or relating to or arising in connection with any and all such taxes, dues, duties, imposts, levies and rates, including income tax, payroll, corporation tax, advance corporation tax, capital gains tax, value added tax, customs and other import duties, stamp duty, stamp duty reserve tax, stamp duty land tax, withholding tax, capital transfer tax and inheritance tax; and

2.1.21 **"Warranties"** means, depending on the context, the warranties contained in clauses 9 and/or 10;

2.2 In this Agreement —

2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;

2.2.2 an expression which denotes —

2.2.2.1 any gender includes the other genders;

2.2.2.2 a natural person includes a juristic person and *vice versa*;

2.2.2.3 the singular includes the plural and *vice versa*;

2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and

2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last-mentioned clauses.

2.3 Any reference in this Agreement to —

2.3.1 **"business hours"** shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;

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- 2.3.2 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time;
- 2.3.3 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any governmental body; and the common law, and "**law**" shall have a similar meaning; and
- 2.3.4 "**person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.
- 2.4 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10 Except to the extent that any provision of this Agreement expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation or taking (or procuring the taking of) any action in terms of any provision of this Agreement falls on a day which is not a business day, such right shall be capable of being exercised, or such obligation performed or action taken on the immediately succeeding business day.
- 2.11 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.12 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person who is not a Party to this Agreement.
- 2.13 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.14 Any reference in this Agreement to "**this Agreement**" or to any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.

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- 2.15 In this Agreement the words "clause" or "clauses" and "annexure" or "annexures" refer to clauses of and annexures to this Agreement.

### 3. INTRODUCTION

- 3.1 The Seller's Shares are beneficially owned and registered in and to the name of the Seller.
- 3.2 The Company has agreed to purchase the Seller's Shares with effect from the Effective Date, all on the terms and subject to the conditions contained in this Agreement.
- 3.3 The Parties wish to record in writing their agreement in respect of the above and matters ancillary thereto in this Agreement.

### 4. CONDITIONS PRECEDENT

- 4.1 Save for clauses 1 to 4, and clauses 9 to 24 all of which will become effective immediately, this Agreement is subject to the fulfilment of the Conditions Precedent that by not later than 17h00 on 30 November 2022 (other than recorded in clause 4.1.3 below) –
- 4.1.1 the securing of all regulatory approvals that may be required to give effect to this Agreement, which includes compliance with the Companies Act, required JSE Listings Requirements approvals and to the extent necessary, applicable competition commission filings/approval (whether in South Africa or Mauritius);
- 4.1.2 all such resolutions as may be necessary in order to approve and implement the provisions of this Agreement have been passed by the board of directors and/or the shareholders of the Company (to the extent and in the percentage required), including without limitation any resolution required in terms of the Companies Act, the JSE Listings Requirements and the Constitution of the Company;
- 4.1.3 any of the Company's shareholders exercise legally permissible, valid and enforceable appraisal rights (if any) applicable and provided for under the Companies Act, the Company's constitution or applicable law.
- 4.2 The Parties shall use their respective reasonable endeavours to procure the fulfilment of the Conditions Precedent contained in clauses 4.1 and 4.1.3 as soon as reasonably possible after the Signature Date.
- 4.3 The Conditions Precedent have been inserted to the benefit of the Parties, which, to the extent capable of being waived or extended, must be waived or extended by written consent of the Parties, prior to the dates recorded for the fulfilment of the respective Conditions Precedent (except for clause 4.1.3 above, which is recorded to the benefit of the Company and may be waived by the Company, prior to the date recorded for the fulfilment of the Conditions Precedent, and that no appraisal rights are created for the Company's shareholders, by the conclusion and execution of the transaction herein contemplated).
- 4.4 If the Conditions Precedent, or any one of them, recorded in clauses 4.1 above, are not fulfilled on/or before the date(s) referred to in clauses 4.1 and 4.1.3 respectively, then this Agreement shall lapse and be of no further force and effect, unless waived (to the extent capable of waiver) or extended in writing between the Parties; and
- 4.4.1 no Party hereto shall have any claim against the other arising out of or in connection with this Agreement; and
- 4.4.2 to the extent that this Agreement may have been partially implemented the Parties shall be restored to their *status quo ante*.

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4.5 Save for any claims arising from a breach of clause 4.2, provided that, no claim shall arise in terms of clause 4.2 on account of any delays introduced by any third parties or which may be beyond the reasonable control of the relevant Party.

**5. PURCHASE CONSIDERATION**

5.1 The Seller's Share Consideration for the Seller's Shares is R16,000,000.00 (sixteen million rand).

5.2 The Seller's Share Consideration will be settled and discharged in full through the Company, as Purchaser, by effecting payment thereof within 10 (ten) business days following the Effective Date.

5.3 The Seller's Share Consideration shall be paid by way of Electronic Funds Transfer (EFT), without set-off or deduction to the Seller's Nominated Bank Account.

5.4 The Purchaser shall, upon request of the Seller, provide the Seller proof of the Seller's Share Consideration paid.

**6. OWNERSHIP, RISK AND BENEFIT**

As between the Parties and subject to each of the Parties complying with its obligations under this Agreement, legal and beneficial ownership (all rights, title and interest) of and all risk in and benefit of the Seller's Shares, will transfer to the Company as Purchaser with effect from the Closing Date.

**7. CLOSING**

7.1 On the Signature Date the Seller shall:

7.1.1 Furnish his CSDP or broker a written irrevocable instruction to prepare and hold ready for delivery, the Seller's Shares for transfer to the Company on the Closing Date;

7.1.2 Provide the Purchaser written confirmation:

7.1.2.1 to the effect that the Seller has given irrevocable instruction; and

7.1.2.2 that it will give effect to the said instruction, both of which will be, on the Closing Date, the transfer of the Seller's Shares to the Company.

7.2 On the Closing Date the Seller's CSDP / broker shall, irrevocably, which instruction the Seller hereby furnishes, in respect of the Seller's Shares:

7.2.1 debit / procure the debit of the Seller's relevant CSDP securities account with the Seller's Shares and credit the Company's CSDP securities account (details of which shall be provided by the Company to the Seller within 5 (five) business days after the Signature Date); and

7.2.2 provide the Company with written confirmation:

7.2.2.1 to the effect that the Seller has given irrevocable instruction; and

7.2.2.2 confirming that it will give effect to the said instruction.

7.3 The Parties' respective CSDP / brokers shall cooperate with one another to, as at the Closing Date:

7.3.1 attend to transfer of the Seller's Shares from the Seller to the Purchaser.

7.4 For the purpose of delivering any copies of any documents in terms of this clause, delivery must be effected by way of email and as soon as practically thereafter, the original document should be physically delivered to the Purchaser.

7.5 The Parties shall in good faith procure that their respective CSDPs / brokers liaise with each other to ensure that the procedures as set out above are implemented seamlessly, with each of the Parties undertaking to perform such actions as may be necessary to give effect to the implementation of this Agreement.

**8. PAYMENTS AND INTEREST ON OVERDUE AMOUNTS**

8.1 All payments to be made under or arising from this Agreement will, unless otherwise provided herein, be made by electronic transfer of immediately available and freely transferable funds, free of any deductions or set-off whatsoever.

8.2 Should any payment under or arising from this Agreement fail to be made on the due date thereof then, without prejudice to such other rights as may accrue to the payee consequent upon such failure, such overdue amounts will bear interest at the prime lending rate of First National Bank Limited, from the due date for payment to the date of actual payment, both dates inclusive.

**9. WARRANTIES BY THE SELLER**

9.1 Except for the Warranties in clause 9.2 below, the Seller does not give any warranties of whatsoever nature, whether express, tacit or implied.

9.2 The Seller warrants and undertakes in favour of the Company that –

9.2.1 the Seller is the beneficial and lawful owner of the Seller's Shares;

9.2.2 no person will have any right to acquire any of the Seller's Shares (other than the Company in terms of this Agreement);

9.2.3 the Seller shall not act in any manner which may prejudice the overall intent of this Agreement, including that he shall not:

9.2.3.1 encumber or otherwise dispose of the Seller's Shares;

9.2.3.2 cause or vote in favour of the disposal or encumbrance of the Seller's Shares, other than the sale or transfer of the Seller's Shares as contemplated in this Agreement.

9.2.4 the Seller will procure the fulfilment of the obligations recorded in clause 7 above and specifically the delivery of the Seller's Shares held by it to the Company as provided herein;

9.2.5 he will sign such documents and perform such actions that are herein undertaken and required for the implementation and execution of this Agreement;

9.2.6 he has not and will not, during any period prior to the Closing Date, conduct himself in a manner that contravenes applicable law;

9.2.7 he shall provide the Seller immediate notice of any and all adverse change(s) which may cause a breach of this Agreement or which is likely to cause a breach of any of the terms and conditions of the Agreement and specifically in relation to any Warranty(ies).

9.3 The Seller hereby indemnifies and holds the Company harmless in respect of any claims resulting from a breach of any of the Warranties contained in this Agreement and, in particular, clause 9.2 above.





## 10. GENERAL RECIPROCAL WARRANTIES

- 10.1 Each of the Parties hereby warrants to and in favour of the other that –
- 10.1.1 they have the legal capacity and have taken all necessary corporate action required to empower and authorise them to enter into this Agreement and will attend thereto;
  - 10.1.2 this Agreement constitutes an agreement valid and binding on them and enforceable against them in accordance with its terms;
  - 10.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
    - 10.1.3.1 contravene any law or regulation to which that Party is subject;
    - 10.1.3.2 contravene any provision of that Party's constitutional documents; or
    - 10.1.3.3 conflict with or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it;
  - 10.1.4 to the best of their knowledge and belief, they are not aware of the existence of any fact or circumstance that may impair their ability to comply with all of their obligations in terms of this Agreement;
  - 10.1.5 they enter into this Agreement as principals and not as agents / any other capacity;
  - 10.1.6 the natural persons who sign and execute this Agreement on their behalf are validly and duly authorised to do so;
  - 10.1.7 no other party is acting as a fiduciary for them; and
  - 10.1.8 they are not relying upon any statement or representation by or on behalf of any other Party, except those expressly set forth in this Agreement.
- 10.2 Each of the representations and warranties given by the Parties in terms of this Agreement and specifically clause 10.1 shall –
- 10.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;
  - 10.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and
  - 10.2.3 *prima facie* be deemed to be material and to be a material representation inducing the other Party to enter into this Agreement.

## 11. NO LIABILITY TO PERFORM WHILST IN BREACH

Notwithstanding anything to the contrary no Party (the "**Innocent Party**") shall be obliged to perform any obligations or pay any amount in terms of this Agreement at any time whilst the other Party (the "**Defaulting Party**") is in material breach of this Agreement and the date for performance of any obligation or payment of any such amount by the Innocent Party shall be extended from the due date until the date upon which the Defaulting Party remedies the breach in question.

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**12. EMBARGO**

The Seller undertakes that during the period from the Signature Date to the Closing Date or until the failure of this Agreement to become unconditional in terms of clause 4 or to it being finally terminated for any reason (i.e. the termination is not, or is no longer, the subject of any dispute resolution process) it will not enter into any negotiation with, or seek to solicit any interest from, any third party in relation to any competing transaction or any other transaction involving the direct or indirect acquiring of the Seller's Shares, or which would in any other way conflict with or detract from the objectives set out in this Agreement.

**13. CONFIDENTIALITY AND PUBLICITY**

13.1 Subject to clause 13.4, each Party undertakes to keep confidential and not to disclose to any third party – save as may be required in law (including by the rules of any recognised securities exchange, where applicable), by any regulatory authority, under IFRS, as necessary for purposes of procuring the fulfilment of the Conditions Precedent or as otherwise permitted in terms of this Agreement – the fact of or any and all information concerning the conclusion of this Agreement, the reasons therefor, the terms hereof or any information obtained by any Party to this Agreement in terms, or arising from the implementation of this Agreement, without the prior written consent of the other Party.

13.2 The Parties agree and undertake not to divulge, directly or indirectly, any information to any unauthorised persons or bodies relating to a Party. Such information shall encompass, but shall not be limited to, any information obtained by, disclosed or made available to, the receiving Party, or any other information which could be damaging to the Company's operations or which could benefit other parties to the detriment of a Party, or which may have the effect (whether designed to or not) of prejudicing or compromising a Party, or embarrassing or damaging the reputations a Party, or resulting in members of the public having a negative view and/or attitude and/or perception of a Party in any respect. Such restrictions shall apply during and after the existence of this Agreement.

13.3 No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party, save for any announcement or other statement required to be made in terms of the provisions of any law, by the rules of any recognised securities exchange, by any regulatory authority, under IFRS, or as necessary for purposes of procuring the fulfilment of the Conditions Precedent, in which event the Party obliged to make such statement will first consult with the other Party in order to enable the Parties in good faith to attempt to agree the content of such announcement, which (unless agreed) must go no further than is required in terms of such law or rules or requirements. This will not apply to a Party wishing to respond to the other Party which has made an announcement of some nature in breach of this clause 13.

13.4 This clause 13 shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

**14. SUPPORT**

The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

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## 15. BREACH

- 15.1 In the event of any of the Parties ("**Defaulting Party**") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 10 (ten) business days after receipt of a written notice from another Party ("**Aggrieved Party**") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, and in either case to claim and recover damages from the Defaulting Party.
- 15.2 The Parties agree that any costs awarded will be recoverable on an attorney-and-own-client scale unless the court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the applicable court tariff, determined on an attorney-and-client scale.

## 16. SECURITIES TRANSFER TAX

The Seller shall be liable for payment of any and all Security Transfer Tax (if any) that may become levied and payable in respect of the Seller's Shares.

## 17. DISPUTE RESOLUTION

- 17.1 Any dispute between the Parties in regard to any matter arising out of this Agreement or its interpretation or their respective rights and obligations under this Agreement or its cancellation or matter arising out of its cancellation shall be firstly negotiated between the Parties within seven (7) days of such dispute arising and should no resolution to such dispute be found by the negotiation, such dispute may be referred to arbitration or be dealt with in any competent court, such election to be chosen by the Party declaring the dispute.
- 17.2 Should the Party declaring the dispute elect to arbitrate, the arbitration shall be concluded in accordance with the rules of the High Court of the Republic of South Africa, subject to the following:
- 17.2.1 the arbitration shall be held in Pretoria, in the English language, unless otherwise agreed to;
- 17.2.2 the arbitrator shall be, if the question in issue is –
- 17.2.2.1 primarily an accounting matter, an independent practising accountant of not less than fifteen (15) years standing;
- 17.2.2.2 primarily a legal matter, a practising attorney or senior counsel of at least fifteen (15) years standing or a retired Judge of the High Court;
- 17.2.2.3 any other matter, a suitably qualified independent person, agreed upon by the Parties; and failing such agreement within seven (7) days after the date upon which the arbitration is demanded by any of the Parties by notice in writing to the others, any of the Parties shall be entitled to request the Registrar for the time being of the Arbitration Foundation of Southern Africa (or failing it, any successor or equivalent body thereto), to make an appointment, shall have regard to the nature of the dispute and the Parties' requirement of speedy arbitration. If the appointment is to be made under clause 17.2.2, preference shall be given to attorneys and advocates having the requisite expertise, on the panel of arbitrators of the Arbitration Foundation of Southern Africa (or any successor body thereto).

- 17.2.3 the arbitrator shall be entitled to make such award, including an award for specific performance, an interdict, damages or a penalty and including an award of costs or otherwise as he, in this discretion, may deem fit and appropriate.
- 17.2.4 the arbitration shall be held as quickly as possible after it is demanded with a view to it being completed within ninety (90) days after it is demanded.
- 17.3 Any award that may be made by the arbitrator:-
- 17.3.1 shall, in the absence of manifest error, or unless otherwise agreed in writing by the parties thereto, be final and binding;
- 17.3.2 will be carried into effect;
- 17.3.3 may be made an order of any court under whose jurisdiction the parties to the dispute are subject.
- 17.4 Notwithstanding the foregoing, any Party shall be entitled to seek an interdict in any court of competent jurisdiction should such Party be entitled to such relief in law.
- 17.5 Nothing herein contained shall preclude any of the Parties from seeking a review of the arbitrator's award and/or the reasons therefore within thirty (30) days of delivery of such award.

## 18. NOTICES

- 18.1 For the purposes of this clause 18, the Purchasers shall constitute a single indivisible Party
- 18.2 The Parties select as their respective notice addresses the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following email addresses —

<u>Name</u>	<u>Physical Address</u>	<u>Email Address</u>
Company	1001 Clifton Avenue, Lyttelton Manor, Centurion, South Africa, 0157	tertius.zitzke@4sight.cloud and ian.cronje@4sight.cloud and eric.vdmerwe@4sight.cloud

Marked for the attention of: T E Zitzke, E van der Merwe and I Cronje

<u>Name</u>	<u>Physical Address</u>	<u>Email Address</u>
Seller	331 Lynda Place, The Pavilions, Waterkloof Ridge, Pretoria, South Africa, 0181	ms.acctech@gmail.com

provided that a Party may change its address for the purposes of notices to any other physical address or email address by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

- 18.3 All notices to be given in terms of this Agreement will be given in writing and will —
- 18.3.1 be delivered by hand or sent by email;
- 18.3.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

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18.3.3 if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

18.4 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 18.

**19. BENEFIT OF THE AGREEMENT**

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

**20. APPLICABLE LAW AND JURISDICTION**

20.1 This Agreement will in all respects be governed by and construed under the laws of South Africa, provided that, to the extent that any matter or process under this Agreement falls within the ambit of the Companies Act, the provisions of that Act shall apply to the exclusion of the South African law equivalent.

20.2 Subject to clause 16, the Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria in any dispute arising from or in connection with this Agreement.

**21. INDEPENDENT ADVICE**

Each of the Parties to this Agreement hereby acknowledges and agrees that –

21.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and

21.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.

**22. GENERAL**

22.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties.

22.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

22.3 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

- 22.4 No latitude, extension of time or other indulgence which may be given or allowed by any Party to the another in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of a Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 22.5 No waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.
- 22.6 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
- 22.7 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 22.8 Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by any Party without the prior signed written consent of the others, save as otherwise provided herein.
- 22.9 The reference to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as including any form of electronic signature.
- 22.10 Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a *stipulatio alteri*) which, if accepted by the person, would bind any Party in favour of that person.
- 22.11 A Party may not rely on any representation (whether or not made innocently, negligently or deliberately) which allegedly induced that Party to enter into this Agreement, unless the representation or expression is recorded herein.
- 22.12 Each of the Parties respectively agree and undertake to the other to do all such things and from time to time, do such actions and execute such additional documents and instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this agreement and to take such other commercially reasonable steps as may be appropriate for the implementation and carrying into effect of this agreement and as such, after the carrying into effect of the Agreement, to maintain the terms and conditions of this Agreement.
- 22.13 This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or either of them.

Handwritten signature and initials, possibly 'E.P.C.', in the bottom right corner of the page.

**23. COSTS**

- 23.1 Except as otherwise specifically provided herein, the Company will bear and pay its own, and the Seller will bear and pay his own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.
- 23.2 The costs and expenses payable to any regulator and/or third party service provider/s which costs and expenses are directly associated with or connected with the Company securing the required regulatory and shareholder approvals to authorise and approve the implementation of the transactions contemplated by this Agreement (including, without limitation, the issue of a JSE compliant circular shall be borne as to 100% by the Company as set out below:
  - 23.2.1 The Company's preliminary estimated contribution to the costs and expenses recorded in clause 23.2 above, will be around R 330,000.00 (three hundred thirty thousand rand) (plus VAT), subject to obtaining final quotations; and
  - 23.2.2 the costs and expenses recorded in clause 23.2 above, shall be paid by the Company forthwith upon the rendering of an invoice by the regulator or third party service provider, so reimbursed within 7 (seven) days of demand (supported by confirmatory invoices).

**24. SIGNATURE**

- 24.1 This Agreement is signed by the Parties on the dates and at the places indicated below.
- 24.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 24.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 24.4 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

**SIGNED at PRETORIA** on this 28 day of September 2022

AS WITNESSES:

1.   
\_\_\_\_\_

2. \_\_\_\_\_


  
\_\_\_\_\_  
**SELLER**  
**MG SWANEPOEL**

**SIGNED at PRETORIA** on this 28 day of September 2022

AS WITNESSES:

1.   
\_\_\_\_\_

2. \_\_\_\_\_

  
\_\_\_\_\_  
**PURCHASER**  
**4SIGHT HOLDINGS LIMITED**  
signatory whom warrants his authority