



**4Sight Holdings Limited**  
c/o Navitas Management Services Ltd  
Navitas House  
Robinson Road  
Floreale  
Mauritius  
info@4sightholdings.com

**Attention:** Daniel Nell

**Per e-mail:** [daniel.n@arborcapital.co.za](mailto:daniel.n@arborcapital.co.za)

25 September 2022

Dear Sir

**Irrevocable undertaking in relation to a specific repurchase of shares from MG Swanepoel (the “repurchase”)**

1. The board of directors of 4Sight Holdings Limited (“4Sight”) has resolved to repurchase 125,521,898 4Sight shares from MG Swanepoel for a total consideration of R 16 million.
2. In terms of the JSE Listings Requirements, the repurchase constitutes a specific repurchase of shares and therefore requires the approval of 4Sight shareholders by means of a special resolution.
3. The Board will only proceed with the repurchase if it is satisfied that there is sufficient support amongst its shareholders for the repurchase. The execution of this letter by you in favour of the Company confirms your support for the repurchase.
4. You irrevocably and unconditionally warrant and undertake in favour of the Company:
  - 4.1. that you are the registered and/or beneficial owner of 277,245 4Sight shares in the Company (which, together with any additional shares in the Company you may, after the date of signature hereof, become the registered and/or beneficial owner of, are hereinafter referred to as the “**subject shares**”) and have unrestricted control over the exercise of the votes attaching to the subject shares either as beneficial owner or in terms of a discretionary mandate given to you by the beneficial owner. For the sake of clarity, in the event that you are obliged to dispose of any subject shares of which you are not the beneficial owner in terms of your mandate with the beneficial owner, such shares will not form part of the subject shares from the date of such disposal;
  - 4.2. to attend (either in person or by proxy) any meeting of the shareholders of the Company convened in terms of the Companies Act and/or in terms of the JSE Listings Requirements (or otherwise) for the purpose of considering the repurchase and to vote (or procure the voting of) all of the subject shares in favour of any ordinary or special resolutions proposed to approve and/or implement the repurchase;
  - 4.3. to execute (or procure the execution of) all documents which are presented to you and which are reasonably required to be executed by you in order to implement the repurchase;
  - 4.4. not to sell or transfer (otherwise than pursuant to the repurchase) or otherwise dispose of or in any way pledge, charge or encumber the subject shares or any interest in all or any of them;
  - 4.5. timeously complete, execute and deliver to the Company’s representatives all necessary forms of proxy and letters of instruction and other documentation as may be required to give effect to the undertakings contained in this letter;
  - 4.6. not enter into any other agreement or arrangement in relation to the subject shares; and
  - 4.7. not to act in any manner which is inconsistent with the undertakings given to the Company in this paragraph 4.
5. The undertakings contained in this letter shall be irrevocable and shall remain in full force and effect until the completion of the repurchase, provided that such undertakings shall terminate automatically and with immediate effect upon the earlier of:

- 5.1. if applicable, an announcement is made on SENS or in the press that the Company does not intend to proceed with the repurchase;
  - 5.2. the Company notifies you that the repurchase will not be implemented;
  - 5.3. 30 November 2022, if by that date the requisite resolution/s required to be passed by members of the Company to approve the repurchase has not been passed.
6. You hereby consent:
- 6.1. to the inclusion of references to the fact that the Company has received this irrevocable undertaking in any relevant press release, announcement (on SENS or in the press), circular, any relevant communication to the Board of the Company and/or in any other document relating to the repurchase; and
  - 6.2. to a copy of this letter being made available for inspection in accordance with regulatory requirements.
7. The provisions of this letter shall be governed by the laws of the Republic of South Africa. Each party hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of the Republic of South Africa in respect of all matters arising under or in relation to this letter.
8. Neither the Company nor you shall be bound by any representation, warranty, promise or the like unless it is recorded in this letter or in another written document signed by both of us.
9. This letter constitutes the sole record of the agreement between you and the Company in relation to its subject matter, provided that it shall not detract from any confidentiality undertakings that you may have given separately. No addition to, variation, novation or agreed cancellation of this letter shall be of any force or effect unless in writing and signed by or on behalf of yourselves and the Company.

Yours faithfully,

**4Sight Holdings Limited**

I confirm our agreement with and acceptance of the terms and conditions stated above.



Date: 25 September 2022  
Name: Daniel Edward Nell