

SHAREHOLDERS AGREEMENT

ENTERED INTO BETWEEN

BRYLYNE CHITSUNGE
(IDENTITY NO. 690302 1288 08 8)

AND

MARK YOONG KHONG YONG
Passport No.: E6947683H

AND

GROCAP HOLDINGS (PTY) LTD

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1. PARTIES

- 1.1. The parties to this Agreement are:
- 1.1.1. Brylyne Chitsunge;
 - 1.1.2. Mark Yoong Khong Yong; and
 - 1.1.3. Grocap Holdings (Pty) Ltd.

2. INTERPRETATION

- 2.1. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:
- 2.1.1. "**Agreement**" means the agreement set out in this document and in the annexures hereto;
 - 2.1.2. "**Authority**" means any government or governmental, administrative, fiscal or judicial authority, body, court, department, commission, tribunal, registry or any state—owned, controlled or legislatively constituted authority which principally performs public, governmental or regulatory functions;
 - 2.1.3. "**Board**" means the board of directors of the Company;
 - 2.1.4. "**Business**" means the business being conducted and to be conducted by the Company from time to time;
 - 2.1.5. "**Business Day**" means any day excluding a Saturday, Sunday or official public holiday in the Republic of South Africa;
 - 2.1.6. "**Chitsunge**" means Dr. Brylyne Chitsunge, an adult female with Identity Number: 690302 1288 08 8.
 - 2.1.7. "**Companies Act**" means the Companies Act, No. 71 of 2008, as amended;
 - 2.1.8. "**Company**" means Grocap Holdings (Pty) Ltd, Registration Number 2020/660620/07, a company registered and incorporated in accordance with the company laws of the Republic of South Africa;
 - 2.1.9. "**Dispose**" or "**Sell**" means to dispose of, sell, alienate, donate, exchange, distribute, transfer, or in any manner whatsoever dispose of, or enter into any arrangement or transaction whatsoever which may have the same or a similar effect as any of the aforementioned sale, alienation, donation, exchange, distribution, transfer or disposal (including any transaction, or series of arrangements or transactions, or the cession of any rights or the granting of any option, derivative or any similar transaction/s which would have the same or substantially similar economic effect, whether in whole or in part), or realise any value in respect of, and "**Sale**", "**Sold**" and "**Disposal**" shall have corresponding meanings;
 - 2.1.10. "**Effective Date**" means 20 August 2020, notwithstanding the Signature Date;
 - 2.1.11. "**Electronic Communication**" means an electronic communication as defined in section 1 of the Electronic Communications and Transactions Act;
 - 2.1.10. "**Entity**" means any association, business, close corporation, company, concern, enterprise, firm, partnership, person, trust, undertaking, voluntary association or other similar entity;

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- 2.1.11. "Yong" means Mark Yoong Khong Yong, an adult male with Passport Number: E6947683H.
- 2.1.12. "IFRS" means the International Financial Reporting Standards formulated by the International Accounting Standards Board, as updated and amended from time to time;
- 2.1.13. "MOI" means the memorandum of incorporation, as amended from time to time, as contemplated in section 15 of the Companies Act;
- 2.1.14. "Parties" means the Shareholders and the Company, or any one of them, or a combination of them, as the context may indicate;
- 2.1.15. "Prime Rate" means the publicly quoted prime rate of interest (percent, per annum, compounded monthly in arrears and calculated on the number of days elapsed and on a 365 day year irrespective of whether or not the year is a leap year) as published by First National Bank (or its successor) as being its prime rate from time to time, as certified by any manager, divisional director or authorised signatory of such bank whose authority, appointment and designation need not be proved;
- 2.1.16. "Shareholders" means the shareholders of the Company from time to time which, on the Effective Date, shall be Chitsunge and Yong or any one of them, or a combination of them, as the context may indicate;
- 2.1.17. "Shareholder Participation Ratio" means the number of Shares which a Shareholder holds in the issued share capital of the Company as a percentage of the total issued share capital of the Company;
- 2.1.18. "Signature Date" means the date of signature of this Agreement by the last Party signing in time;
- 2.1.19. any reference to natural persons includes legal persons and *vice versa*; and
- 2.1.20. any reference to a gender includes the other genders.
- 2.2. The terms "holding company" and "subsidiary" shall bear the meaning assigned to them in the Companies Act.
- 2.3. The term "related" or "inter-related company" shall bear the meaning assigned to it in terms of section 2 of the Companies Act.
- 2.4. Should any provision in a definition be a substantive provision conferring rights or imposing obligations on any Party, then effect shall be given to that provision as if it were a substantive provision in the body of this Agreement.
- 2.5. Any reference to an enactment, regulation, rule or by—law is that enactment regulation, rule or by—law as at the Signature Date, and as amended or replaced from time to time.
- 2.6. Where any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the Republic of South Africa.

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- 2.7. If any amount is required to be paid in terms of this Agreement on a day which is not a Business Day then such payment shall occur on the next Business Day.
- 2.8. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.9. The use of the word "including" followed by a specific example/s shall be construed as being by way of example or emphasis only and shall not be construed as limiting the meaning of the general wording preceding it.
- 2.10. The words "other" and "otherwise" shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible.
- 2.11. Without prejudice to any other provision of this Agreement, any successor-in-title, including any executor, heir, liquidator, business manager practitioner, curator or trustee, of any party shall be bound by this Agreement as fully and effectually as if they had signed this Agreement in the first instance and reference to any party shall be deemed to include any successor-in-title.
- 2.12. The expiration or termination of this Agreement shall not affect those provisions of this Agreement which 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 the fact that the clauses themselves do not expressly provide this.
- 2.13. In its interpretation (this Agreement being the product of negotiations between the Parties), this Agreement shall not be construed in favour of or against any party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.
- 2.14. Recordals shall be binding on the Parties and are not merely for information purposes.
- 2.15. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 2.16. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.17. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement that do not themselves contain their own conflicting definitions, and the provisions of this Agreement shall *mutatis mutandis* apply to all schedules or annexures. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

4
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- 2.18 References to “in writing” shall include by email, save that the Parties record that whilst they may correspond via email during the currency of this Shareholders Agreement for operational reasons, no formal notice in terms of the Shareholders Agreement, nor any amendment nor any waiver nor any variation to the Shareholders Agreement may be given or concluded via email.

3. RECORDAL

- 3.1. As at the Effective Date, Chitsunge and Yong are the Shareholders of the Company.
- 3.2. The Shareholders wish to set out the terms which shall regulate their relationship as Shareholders of the Company.
- 3.3. The Shareholders hereby agree as follows.

4. SHARE CAPITAL

As at the Signature Date, the Company is incorporated with:

- 4.1 an authorised share capital of 1000 (ONE THOUSAND) ordinary shares; and
- 4.2 an issued share capital of 100 (ONE HUNDRED) ordinary shares held by Shareholders in the proportion set out in Clause 5 below.

5. SHAREHOLDING

On the Effective Date, the Shareholders shall hold the issued share capital of the Company as follows:

- 5.1 Yong: 70 (SEVENTY) ordinary shares constituting 70% (SEVENTY PERCENT) of the issued ordinary share capital of the Company; and
- 5.2 Chitsunge: 30 (THIRTY) ordinary shares constituting 30% (THIRTY PERCENT) of the issued ordinary share capital of the Company.

6. BUSINESS

The object of the Company will be to conduct the Business (as amended from time to time).

7. FUNDING

- 7.1 The working capital requirements of the Company shall be determined by the Board from time to time.

5
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7.2 Any funding required by the Company, for the purposes of developing the Company's Business or funding any working capital requirements shall be:

- 7.2.1 firstly from retained profits of the Company;
- 7.2.2 secondly, to the extent that funding is not obtained in terms of clause 7.2.1, by way of loans by banks or other institutions; and
- 7.2.3 alternatively, and only if no funds can be raised from banks or other institutions (alternatively, the terms on which such outside funding can be procured are not commercially prudent in the circumstances and/or, in the unanimous view of the directors, unduly onerous to the Company), the Shareholders shall be entitled but not obliged to lend and advance such funds to the Company.

7.3 Any Shareholders loans made in terms of 7.2.3 shall, subject to any provisions to the contrary contained in this Agreement or agreed to in writing by the Parties at the time that the loan is made:

- 7.3.1 be unsecured;
- 7.3.2 bear interest at the rate determined by the directors (if applicable);
- 7.3.3 be repayable in accordance with clauses 8.1.2 and 8.2, and subject to the working capital requirements of the Company as determined by the Board, only out of the profits of the Company otherwise available for distribution.

7.4 Should any funding be provided by a Shareholder to the Company in excess of such Shareholders Participation Ratio in terms of 7.2.3 ("**Excess Funds**"), that Shareholder shall be entitled:

- 7.4.1 to receive interest on the Excess Funds at an annual interest rate to be agreed by the Shareholders from time-to-time [failing agreement, the interest rate shall be the Prime Rate plus 2% (TWO PERCENT)], payable or accrued monthly in arrears and compounded if not paid; and
- 7.4.2 to receive the repayment of the Excess Funds, together with any accrued interest thereon in priority to any other payment in reduction of the Company's loan liability to the Shareholders, including the Company's liability arising in respect of loans made pursuant to the provisions of 7.3, out of the first funds becoming available to the Company in excess of its then current and foreseeable requirements.

8. LOAN ACCOUNTS

8.1. Subject to the provision of Clause 7 to the contrary:

- 8.1.1. all monies lent and advanced to the Company by the Shareholders from time to time, shall be placed to the credit of their respective loan claims;
- 8.1.2. the repayment terms of all loans made by any of the Shareholders to the Company shall be as determined by the Board as and when such loans are made provided that:

- 8.1.2.1. such repayment term shall always be in accordance with the Shareholder Participation Ratio; and
- 8.1.2.2. repayment of loan claims shall be made in the following order :
 - 8.1.2.2.1 interest in respect of any loans made pursuant to 7.4;
 - 8.1.2.2.2 capital in respect of any loans made pursuant to 7.4;
 - 8.1.2.2.3 interest in respect of any loans made pursuant to 7.3;
 - 8.1.2.2.4 capital in respect of any loans pursuant to 7.3;
 - 8.1.2.2.5 interest in respect of any other loans made by the Shareholders to the company on loan account; and
 - 8.1.2.2.6 capital in respect of any other loans made by the Shareholders to the company on loan account.

8.2. Unless the Shareholders otherwise agree in writing at any time, any amounts lent and advanced by and/or procured by any of the Shareholders to the Company, or arising pursuant to 8.1.1 shall immediately become due and payable in any of the following events:

- 8.2.1. the placing of the Company under a provisional or final winding up order or under business rescue;
- 8.2.2. the passing of a resolution by the Shareholders of the Company for its voluntary liquidation otherwise than in the context of a merger, amalgamation and/or reconstruction; and
- 8.2.3. the disposal by the Company of the entire or major portion of its Business to a bona fide third party in terms of an arm's length transaction.

9. DIRECTORS

- 9.1. Control of the Company shall at all times vest in the Board.
- 9.2. The Board shall consist of a maximum of 3 (THREE) directors.
- 9.3. The Shareholders shall be entitled, by written notice to the Company to nominate for appointment from time to time, directors as follows:
 - 9.3.1. Chitsunge: 1 (ONE) director; and
 - 9.3.2. Yong: 1 (ONE) director.
- 9.4. On the Effective Date:

7
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9.4.1. the directors of the Company nominated for appointment by the Shareholders (and so appointed) is Premjith Supersad, Identity Number: 790626 5073 08 1.

9.5. The Shareholders irrevocably and unconditionally undertake to sign such documents and to vote in favour of such resolutions as may be required to be passed in order to appoint a director to office pursuant to and as contemplated in Clause 9.4.

9.6. In the event that, at any given time, any 2 (TWO) directors are appointed and a deadlock ensues, the director so appointed or nominated by Yong shall have the deciding / casting vote.

10. PRESIDING CHAIRMAN OF THE MEETING

The chairman of any directors' meeting shall be appointed by the Board and shall be one of the directors. Such chairman shall not have a casting or second vote.

11. IMPLEMENTATION OF AGREEMENT AND MINUTES

11.1 Each Shareholder undertakes in favour of the other Shareholders to exercise its voting rights in the Company to implement and observe the provisions of the Agreement.

11.2 Minutes of all Board meetings and resolutions and directors' declarations shall be kept in accordance with the requirements of the Companies Act. Minutes of all Shareholders meetings and resolutions and any documents made available to the Shareholders by the Company shall be kept in accordance with the requirements of the Companies Act.

12. BANKERS, AUDITORS, SECRETARY AND YEAR-END

12.1 The bankers of the Company are First National Bank.

12.2 The auditors of the Company shall be Brandfin CC.

12.3 The financial year-end of the Company shall be the last day of February.

13. PRE-EMPTIVE RIGHTS

13.1 Save as provided for in this clause 13 and clause 14 and without derogating in any way from the provisions of clause 18.9 a Shareholder shall not be entitled to dispose of any of its shares in or claims against the Company unless such Shareholder (referred to in this clause as "the Seller") first offers to sell:

13.1.1 any of his/its shares in; and

8


13.1.2 any of his/its claims of whatsoever nature (if any) against, the Company, to the other Shareholders in the Company (referred to in this clause as "the Offerees") in the Shareholder Participation Ratio at the time.

13.2 The Seller's offer in terms of clause 13.1:

13.2.1 shall be in writing and delivered to the Offerees;

13.2.2 shall remain open for acceptance by the Offerees for a period of 30 (THIRTY) calendar days following the date of receipt of the offer by the Offerees;

13.2.3 shall be accompanied, where an offer for the Seller's shares has been made to the Seller by a third party, by :

13.2.3.1 a written memorandum of the consideration and all the other terms and conditions that have been offered to the Seller; or

13.2.3.2 a true and complete copy of any written offer to the Seller (which sets out the consideration and all other terms and conditions of such offer), made by any bona fide third party in respect of the shares in and claims against the Company which the Seller wishes to accept;

13.2.3.3 the name of the bona fide third party and its ultimate principal (if any);

13.2.4 if clause 13.2.3 is not applicable, shall state the price in South African Rand and the full terms and conditions upon which the Seller is prepared to sell all or any of its shares in and claims against the Company;

13.2.5 shall be deemed to be for the consideration and subject to, *mutatis mutandis*, the same terms and conditions set out in the memorandum or written offer referred to in clause 13.2.3 or stated in the Seller's offer in terms of clause 13.2.4;

13.2.6 shall state the interest offered which shall include a corresponding portion of the Seller's claims against the Company;

13.2.7 shall be subject to the conditions that:

13.2.7.1 the Seller's offer may be accepted by the Offerees only on the basis that all of the shares and all of the claims forming the subject matter of the offer are to be purchased;

13.2.7.2 unless the written offer referred to in clause 13.2.3 or the Seller's offer referred to in clause 13.2.4 provides to the contrary:

13.2.7.2.1 delivery of a written cession of the claims offered and accepted and delivery of the share certificates in respect of the shares offered and accepted together with transfer forms in respect of such shares duly completed in accordance with the constitutional documents of the



- Company shall be made to the purchasers within 10 (TEN) days after acceptance of the Seller's offer;
- 13.2.7.2.2 the consideration referred to in clause 13.2.5 shall be payable only in cash in South African Rand against delivery as set out in 13.2.7.2.1 above;
- 13.2.8 shall, if there is no offer from a *bona fide* third party, state that fact; and
- 13.2.9 shall not be subject to any other terms and conditions, other than compliance with the requisite statutory, governmental or regulatory approvals as more fully dealt with in clause 18.9.
- 13.3 Any of the Offerees may accept any offer made in terms of clause 13.2 in respect of a greater proportion of the shares and claims offered than its Shareholder Participation Ratio, provided that such acceptance shall only be effective in respect of the excess:
- 13.3.1 if and to the extent that the other Offerees accept the offer in respect of less shares and claims in their respective Shareholder Participation Ratio entitlement; and
- 13.3.2 if acceptances by all Offerees together constitute acceptance for all the shares and claims offered, provided, however, that if acceptances in terms of this clause together constitute acceptances for more than the shares and claims offered, then the shares and claims offered shall be apportioned amongst the accepting Offerees in the proportions as near as may be in their existing Shareholding Participation Ratio on the date of the Seller's offer, but on the basis that no Offeree shall be obliged to purchase more shares and claims than the number of shares accepted by it and the proportion of claims corresponding to the shares thus required by it.
- 13.4 Should the Offeree not accept the Seller's offer in terms of clause 13.2 and 13.3 both inclusive, in respect of all shares and claims offered, the seller shall be entitled, subject to the remainder of the provisions of this clause 13, for a period of 30 (THIRTY) days after the expiry of the time for acceptance by the Offerees, to dispose of all the shares and the whole of the claims referred to in the Seller's offer to the *bona fide* third party whose offer was disclosed in the Seller's offer referred to in clause 13.2.3 or, if the Seller's offer disclosed that there was no *bona fide* third party Offeror in respect of the shares and claims, then to any other third party, provided that:
- 13.4.1 the shares and the claims are transferred to the third party on terms and conditions no more favourable than those as are set out in the Seller's offer referred to in clause 13.2;
- 13.4.2 the third party enters into a deed of adherence in terms whereof the third party agrees in writing to observe, perform and be bound by the provisions of this Agreement and any other existing agreement relating to the Company and nominates a *domicilium citandi et executandi* for the purposes of clause 30;

- 13.4.3 the third party referred to in this clause 13.4 is approved of by the other Shareholder in writing, (which approval shall not be unreasonably withheld), failing which the Seller shall not be entitled to transfer his shares in and claims on loan account, if any, against the Company to such third party; and
- 13.4.4 the third party referred to in this clause 13.4 agrees to purchase all the shares and all the claims which were offered by the Seller in terms of clause 13.5.
- 13.5 If all the Seller's shares and all of its claims are not sold to the *bona fide* third party within 30 (THIRTY) days referred to in clause 13.4, then the provisions of clauses 13.1 to 13.3, all inclusive, shall again apply to the Seller's shares and its claims.

14. DEEMED OFFER

- 14.1 Notwithstanding any of the provisions for the time being of the MOI if:
- 14.1.1 a Shareholder dies, is wound-up, liquidated, sequestrated, placed under debt counselling, or placed or resolves to be placed under business rescue proceedings in terms of Chapter 6 of the Companies Act (or analogous proceeding); or
- 14.1.2 a Shareholder ceases to carry on business, otherwise than for a reconstitution, restructuring or amalgamation, without insolvency; or
- 14.1.3 a Shareholder compromises with any of its creditors generally or commits an act akin to an act of insolvency; or
- 14.1.4 a Shareholder commits a material breach of this Agreement and fails to remedy such breach within 30 (thirty) days after receiving written notice to do so from any party to this agreement aggrieved thereby;

(collectively referred to as the "Trigger Events"),

then that Shareholder (the "Offeror") shall be deemed on the date preceding the Trigger Event to have offered, *mutatis mutandis* upon the terms and conditions set out in clause 13 all of its shares in, and all of its claims, if any, against, the Company ("the sale interest") for sale to the remaining Shareholder on the basis set out in clause 13, but subject to the remaining provisions of this clause 14.

- 14.2 The purchase price of the sale interest shall if any of the circumstances contemplated in clauses 14.1 occurs be an amount equal to the Fair Market Value thereof.
- 14.3 The offer referred to in clause 14.1 shall be open for acceptance for a period of 30 (THIRTY) days from the later of:
- 14.3.1 the date on which such offer is deemed to have been made; or

- 14.3.2 the date on which the purchase price of the sale interest is determined as contemplated in clause 14.2.
- 14.4 For purposes of this Agreement "a **Fair Market Value**" means a price per share agreed upon in writing between the Shareholders within 7 (SEVEN) days after having been requested to so agree upon in writing by any Shareholder or, failing such agreement, a price per share determined by the auditors and, if the auditors are unable or unwilling to determine same for any reason, then such price per share shall be determined by a chartered accountant agreed upon in writing between the Shareholders or, failing such agreement, a chartered accountant nominated by the president for the time being of the South African Institute of Chartered Accountants ("**the expert**"), acting as an expert and not as an arbitrator.
- 14.5 The expert shall act as an expert and not as arbitrator in determining the Fair Market Value of the shares and shall:
- 14.5.1 take into account any matter which they may deem fit for such purpose (including any written submissions made by any Shareholders, but shall not take into account whether the sale interest constitutes a majority or a minority interest in the Company or whether new management will be managing the Company);
- 14.5.2 have access to such books, documents and other records of the Company and to receive such additional information from the Shareholders as they may consider necessary or desirable for the purpose of making their determination;
- 14.5.3 consider the dispute informally and as quickly as possible in the circumstances;
- 14.5.4 not be bound by any rules or procedure or evidence;
- 14.5.5 be obliged to call upon the Shareholders to furnish them with their respective submissions in respect of the dispute, which submissions must be delivered to the expert within 7 (SEVEN) days after he has requested such submissions provided that an expert shall be entitled to make her determination after the 7 (SEVEN) day period whether or not such submissions were submitted to him; and
- 14.5.6 be entitled to determine and make a ruling as to which party or on which proportions each party will be liable for and be paid by the aggregate of the charges levied by the expert for making his determination or costs incurred by him in such determination and all legal and other professional fees and disbursements incurred by the parties in connection with any determination hereunder, and whose determination shall, in the absence of patent error, be final and binding on the parties.
- 14.6 The Offeror warrants to the other Shareholders that:
- 14.6.1 no party (other than the purchaser/s of the sale interest) will have any right (including any option or right of first refusal) to acquire the sale interest or any part thereof; and
- 14.6.2 the sale interest shall not be in any way encumbered.

14.7 The Offeror indemnifies the other Shareholder against all loss, liability, damage or expense which it may suffer as a result of or which may be attributable to a breach by the Offeror of any of the warranties in clause 14.6.

14.8 The provisions of this clause 14 shall be binding on and apply *mutatis mutandis* to the successors-in-title, heirs and executors, trustees, curators, liquidators and administrators of the Offeror concerned.

15. PROVISIONS TO AVOID CONFLICT

If while an offer in terms of clause 13 is pending, a Trigger Event as contemplated in clause 14 occurs which results in the sale interest of an Offeror in terms of clause 14 being made available for purchase by the remaining Shareholders, then at the election of any remaining Shareholders [which election shall be made in writing and delivered to the Offeror within 48 (FORTY EIGHT) hours of such remaining Shareholders becoming aware of such Trigger Event], the offer made in terms of clause 13 shall be deemed to be withdrawn and instead the provisions of clause 14 shall apply.

16. RIGHT FOR POTENTIAL PURCHASER TO CONDUCT A DUE DILIGENCE

The Board may, by simple majority vote, permit any serious *bona fide* potential purchaser of shares in the Company (and its professional advisors) to have access to appropriate documents, assets and information of the Company as may be reasonably necessary for such potential purchaser to make an informed decision as to whether to purchase the Shares and at what price, provided such potential purchaser signs an appropriate confidentiality agreement reasonably approved by the Company, in favour of the Company.

17. TAG ALONG

If at any time, a Third Party (“Offeror”) offers to purchase the shares in the Company held by a Shareholder who holds a comparable majority of the shares in the Company (“Offeree”) and notwithstanding that the Offeree offers its shares to the remainder of the Shareholders as it is obliged to do in terms of this Agreement, the Offeree shall:

17.1 be obliged forthwith to give the remaining Shareholders written notice to the effect that the Offeree has received a written offer from a *bona fide* Third Party, to purchase the shares of the Offeree and such written notice shall stipulate the other terms and conditions of such written offer; and

17.2 not be entitled to sell its shares in the Company to the Offeror if any and/or all of the remaining Shareholders indicates in writing to the Offeree, within 30 (THIRTY) days following the receipt of such written notice, that he/she/they wish to sell their shares in the Company to the Offeror and the Offeree is unable to procure that the Offeror purchases such shares in the Company on



the exact same terms and conditions pro-rata that was offered to the Offeree for its shares in the Company pursuant to the written offer.

18. GENERAL CLAUSES PERTAINING TO THE SALE BY A SHAREHOLDER OF ITS SHARES

18.1 Any Shareholder who has sold all of its shares in and claims against the Company shall cause its nominees to resign as directors of the Company with effect from the date of the sale of its shares and claims unless otherwise agreed to in writing.

18.2 Where the shares and claims of one Shareholder have been Disposed of to a third party in accordance with the provisions this Agreement, the other Shareholders agree and undertake, to the extent that it is in their power to do so by exercising their votes as Shareholders of the Company, to procure that transfer of the shares and the cession of the claims to such person is approved by the directors.

18.3 If any Shareholder wishes to sell any shares it may not do so unless a corresponding proportion (based on the ordinary shareholding of the Shareholders) of its Shareholder loans are simultaneously offered for sale and no transfer of the shares may occur unless a corresponding transfer of Shareholder loans occurs.

18.4 If the Shareholder's offer in terms of clause 14.2 is accepted in accordance with the provisions of clause 14, the Shareholder hereby irrevocably authorises the Offerees or any of them to sign any share transfer form on the Shareholder's behalf for purposes of effecting due transfer of the shares sold into the name of the Offerees.

18.5 Unless otherwise specified in the Shareholder's offer in terms of clause 14, payment for shares and claims acquired in terms of clause 14 shall be effected in cash against delivery of the share certificates together with transfer forms duly signed and dated and a written cession of the claims so acquired.

18.6 Neither of the Shareholders shall be entitled to cede, pledge or otherwise encumber any shares in the Company held by them without the prior written consent of the other Shareholder, which consent shall not be unreasonably withheld.

18.7 The Board shall not register the transfer of shares to any person unless such transfer is pursuant to a disposal which is permitted, or not precluded in terms of this Agreement and which is effected in a manner that does not breach or disregard any Shareholders rights in terms of this Agreement.

18.8 If a Shareholder ("**Offeree**") acquires any sale shares and sale claims, the Offeree/Offerees shall use their reasonable commercial endeavours to procure the release of the seller from all obligations which the Shareholder may have in terms of or arising out of or in connection with any suretyship, guarantee, indemnity or other act of intercession given, made or entered into by

the Shareholder on behalf of the Company ("**Guarantees**"). The Offerees hereby indemnify the selling Shareholder with effect from the date upon which the seller delivers the applicable sale shares and sale claims to the Offerees (in proportion to their shareholding in the Company at the time of the giving of the indemnity) against all claims which may be made against the selling Shareholder in terms of or arising out of or in connection with the Guarantees.

- 18.9 All sales, cessions and transfers or proposed sales, cessions and transfers of any nature referred to in this Agreement shall be subject to the obtaining of all requisite statutory, governmental or regulatory approvals (either unconditionally or subject to such conditions as are reasonably acceptable to incumbent Shareholders), which approvals shall be obtained within such period as is stipulated by law or in this Agreement or, failing such stipulation, within such period as is agreed upon by the Shareholders in writing or, failing such agreement, within such period as is determined by the President for the time being of the KwaZulu-Natal Bar Council (or successor-in-title) as being fair and reasonable in the circumstances then pertaining. The Shareholders shall use their best endeavours to obtain such statutory, governmental or regulatory approvals.

19. CONFIDENTIALITY

- 19.1 It is recorded that:

19.1.1 the Company carries on the Business;

19.1.2 the Shareholders, by virtue of their association with the Company, will become possessed of and will have access to the Company's confidential information including, but without limiting the generality of the foregoing, the following matters, all of which are hereinafter referred to as "**the Trade Secrets**":-

- 19.1.2.1 know—how, processes and techniques knowledge of and influence over the customers, suppliers, agents and other business associates of the Company;
- 19.1.2.2 knowledge of the strategic plans of the Company;
- 19.1.2.3 the contractual arrangements between the Company, its customers, suppliers, agents and other business associates;
- 19.1.2.4 the financial details of the Company's relationships with their business associates;
- 19.1.2.5 the financial details (including credit and discount terms) relating to the Company's customers;
- 19.1.2.6 the names of prospective customers and their requirements;
- 19.1.2.7 details of the members of the Company's financial structure and operating results;
- 19.1.2.8 details of the remuneration paid by the Company to its various employees and their duties; and

- 19.1.2.9 other matters which relate to the Business of the Company and in respect of which information is confidential or is commercially sensitive and which may not be readily available in the ordinary course of business to a competitor of the Company.
- 19.2 Having regard to the facts recorded in clause 19.1, the Shareholders irrevocably undertake, jointly and severally, in favour of the Company and the other Shareholder that in order to protect the proprietary interests of the Company and the other Shareholder in the Trade Secrets:
- 19.2.1 they shall not at any time, whether before or after it ceases to be a Shareholder of the Company for any reason whatsoever, either use or directly or indirectly divulge or disclose to others any of the Trade Secrets;
- 19.2.2 any written instructions, drawings, notes, memoranda or records relating to the Trade Secrets which have been or are made by the Shareholders or which come into their possession while they are Shareholders and/or directors of the Company shall be deemed to be the property of the Company on demand and the Shareholders will not retain any copies thereof or extracts therefrom; and
- 19.2.3 they will not, during the association with the Company, and at any time thereafter, furnish any information or advise acquired as a result of their association with the Company, to anyone else which results in any employee of the Company becoming employed by, or directly or indirectly interested, in any manner whatsoever in any business, firm, undertaking or company directly or indirectly in competition with the Business carried on by the Company.
- 19.3 The restrictions contained in this clause shall not apply to:
- 19.3.1 any disclosure or case authorised by the board of directors of the Company or as required by a subpoena and/or the order of a court of competent jurisdiction or an appropriate regulatory Authority; or
- 19.3.2 any information which is in the public domain otherwise than as the result of a breach of this clause.
- 19.4 The Shareholders acknowledge and agree that notwithstanding the manner in which the undertakings given by them in clause 19.2 have been grouped or linked grammatically, each of them constitutes a separate and independent undertaking severable from and independent of each of the other undertakings in regard to all aspects thereof including in respect of each of the provisions of clause 19.3.
- 19.5 Should any provision of 19.2 or part thereof be found by any competent court to be defective or unenforceable for any reason whatsoever, the remaining provisions of 19.2 shall continue to be of full force and effect.

20. SUPERCESSION

This Agreement supercedes any other agreement entered into by the Parties prior to the Effective Date.

21. CESSION OF RIGHTS

No Party may cede, assign or transfer any of its rights or obligations under this Agreement without the prior written consent of all the Parties, which consent shall not be unreasonably withheld or delayed.

22. CONFLICTS WITH THE MOI AND/OR THE COMPANIES ACT

22.1 Where there is a conflict between a provision of the MOI and a provision of this Agreement, the provision of the MOI will prevail to the extent of the conflict, provided that, if:

22.1.1 any provision of this Agreement supplements, but is not inconsistent with the MOI, the MOI provides for this Agreement to prevail; or

22.1.2 the Companies Act does not require the MOI to take precedence over that provision of this Agreement, the provisions of this Agreement shall prevail.

22.2 If any provisions of this Agreement or the MOI are unlawful in terms of, or conflicts with the Companies Act, and as such, such provisions are void or unenforceable in terms of the Companies Act then such provisions shall be deemed to be deleted from the Agreement (with effect from the date that such provisions became void or unenforceable).

22.3 If this Agreement conflicts with the MOI the Company shall call meetings and the Shareholders and the Board shall vote in favour of all resolutions of the Company necessary to amend the MOI in order to cause the MOI to comply with this Agreement.

23. IMPLEMENTATION AND GOOD FAITH

23.1 The Shareholders undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.

23.2 The Shareholders shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

24. PUBLIC ANNOUNCEMENTS

No Party shall without the prior consent of the others, issue or make public announcements or release or make available any information regarding this Agreement or its implementation or the Business or affairs of the Company. Once the Parties in question have approved any such announcement or statement or

[Handwritten signatures and initials]

released information, the approving Parties shall automatically be entitled to issue or make the same announcement or statement or release the information in question in such same approved format.

25. RELATIONSHIP OF THE SHAREHOLDERS

Nothing contained herein shall be deemed to constitute a partnership or the like between them nor to constitute one Shareholder the agent of the other for any purpose. No Shareholder shall by reason of the actions of any of the other Shareholders incur any personal liability as a co-partner to any third party and no Shareholder shall be entitled to authorise, represent or hold out to any third party that the relationship between the Shareholders is that of a partnership, or the like as aforesaid.

26. NO REMEDIES

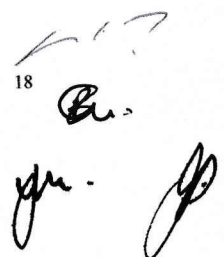
No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise, provided that no Party shall be entitled to cancel this Agreement for any breach by the defaulting Party. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise, provided that no party shall be entitled to cancel this Agreement for any breach by the defaulting Party. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such party of the right to pursue any other remedy.

27. SHAREHOLDERS PROMOTION OF THE COMPANY

27.1 The Shareholders shall use their best endeavours to:

- 27.1.1 promote, grow, expand and develop the Business of the Company;
- 27.1.2 procure and source business opportunities for and on behalf of the Company in order to enable the Company to run the Business;
- 27.1.3 preserve, protect and enhance the Company's reputation, brand and good standing;
- 27.1.4 assist in the identification, preparation, processing, monitoring and support of the Company's business opportunities;
- 27.1.5 co-operate with the Company to gather information, including strategic and operational information for the Company; and
- 27.1.6 refrain from acting on behalf of the Company in a manner which would bring discredit or injury to or prejudice the goodwill or the brand of the Company.

27.2 The provisions contained in this clause are not intended to obligate the Company to pay any remuneration for any services provided by the Shareholders in connection with the obligations contemplated herein or require the Shareholders to incur any expenses to third parties or to retain third party advisors or to authorise the Shareholders to enter into any agreements or make any payments on behalf of the Company.



27.3 Any fees or remuneration to be paid for services provided by the Shareholders to the Company must be at a market related price and recorded in a service level agreement entered into between the Company and the Shareholder concerned.

27.4 No Shareholder (nor any of its directors, officers, shareholders, agents or representatives) shall, in connection with the Business carried on by the Company or otherwise, make any payment, gift or promise in connection with this Agreement or for the use or benefit of any public official, where such payment, gift or promise or benefit would violate:

27.4.1 the applicable laws and regulations of South Africa; and

27.4.2 any applicable laws, rules or regulations of any stock exchange where any of the Shareholders (whether direct or indirect, of the Company) are listed, traded or otherwise subject to reporting requirements.

28 BENEFITS

To the extent that benefits are expressed as being conferred on any person or Entity that is not party to this Agreement in terms of a particular clause, the provisions of that clause shall be a stipulation for the benefit of such person or Entity and shall be capable of acceptance by written notice to that effect given by such person or Entity to the Parties, at any time.

29 COUNTERPARTS

This Agreement may be signed in counterparts and the copies signed in counterpart shall constitute the agreement. This shall include faxed copies of this document.

30 NOTICES AND DOMICILIUM

30.3 Subject to Clause **Error! Reference source not found.** the Parties choose their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all the processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

30.4 For the purpose of this Agreement the Parties' respective addresses shall be :

30.4.1 Yong:

Physical: **29 Wyndham Street, Central Hong Kong**

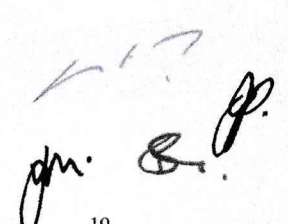
Postal: **29 Wyndham Street, Central Hong Kong**

Email: mark@damoresources.com

30.4.2 Chitsunge:

Physical: **54 La Quinta Street, Silverlakes Golf Estate, Pretoria East, 0081**

Postal: **54 La Quinta Street, Silverlakes Golf Estate, Pretoria East, 0081**



Email: brylynec@yahoo.com

30.2.3 The Company:

Physical: 1242 Ruimsig Crescent, Woodhill Golf Estate, Pretoria, South Africa, 0076

Postal: 1242 Ruimsig Crescent, Woodhill Golf Estate, Pretoria, South Africa, 0076

Email: supersad@pslegal.co.za

or at such other address in the Republic of South Africa not being a post office box, of which the Party concerned may notify the others in writing.

30.3 Any notice given in terms of this Agreement shall be in writing and shall:

30.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

30.3.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 8th (eighth) Business Day following the date of such posting; and

30.3.3 if transmitted by email be deemed to be received on the date and at the time recorded by the computer used by the sender, unless there is exclusive evidence that it was delivered on a different date or time.

30.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile transmission or email shall be adequate written notice or communication to such Party.

31. ARBITRATION

31.1 Save as otherwise expressly provided in this agreement, should any dispute arise between any of the parties in regard to:-

31.1.1 the interpretation of;

31.1.2 the effect of;

31.1.3 the parties' respective rights or obligations under;

31.1.4 a breach of;

31.1.5 the termination of; or

31.1.6 any matter arising out of the termination of,

this agreement, that dispute shall be decided by arbitration in the manner set out in this clause 31.

31.2 The arbitrator shall be appointed by the Parties, and failing agreement, shall be nominated by the Arbitration Foundation of Southern Africa ("AFSA"). Should AFSA not be in existence at the



time, the nomination shall be by the Chairman for the time being of the Johannesburg Bar Council (or its equivalent)

31.3 The arbitration shall be held at Johannesburg.

31.4 The arbitration shall be held in accordance with the Rules of AFSA, or if AFSA shall not be in existence, in accordance with the formalities and procedures settled by the arbitrator, which shall be in an informal and summary manner, that is, it shall not be necessary to observe or carry out either the usual formalities or procedure or the strict rules of evidence, and otherwise subject as aforesaid of the Arbitration Act, 1965 of the Republic of South Africa and any statutory modification or re-enactment thereof.

31.5 The arbitrator shall be entitled to:-

31.5.1 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision; and

31.5.2 make such award, including an award for specific performance, an interdict, damages or a penalty or the costs of arbitration or otherwise as he in his discretion may deem fit and appropriate.

31.6 The arbitration shall be held as quickly as possible after it is demanded, with a view to it being completed within 30 (THIRTY) days after it has been so demanded and the decision of the arbitrator shall be final and binding on the parties.

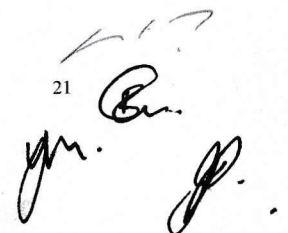
31.7 This clause is severable from the rest of the agreement and shall therefore remain in effect even if this agreement is terminated.

31.8 This clause shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

31.9 The parties hereby consent to the nonexclusive jurisdiction of the North Gauteng High Court in respect of the proceedings in this clause and the above Court shall have jurisdiction to enforce any award made by an arbitrator under this clause.

32. WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the Parties as to the subject—matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.

21


33. VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

34. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any party to any other Party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

35. COSTS

Each Party shall pay its own cost of negotiating, drafting, preparing and implementing this Agreement and the appendices to it.

36. APPLICABLE LAWS

The Laws of the Republic of South Africa are applicable to this Agreement.

THUS DONE and SIGNED this 3rd day of SEPTEMBER 2020

AS WITNESS:

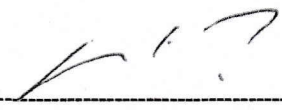
1.  _____


BRYLYNE CHITSUNGE

THUS DONE and SIGNED this 3rd day of SEPTEMBER 2020

AS WITNESS:

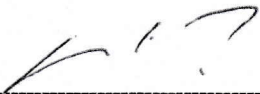
1.  _____


MARK YOONG KHONG YONG

THUS DONE and SIGNED this 3rd day of SEPTEMBER 2020

AS WITNESS:

1.  _____



FOR AND ON BEHALF OF
GROCAP HOLDINGS (PTY) LTD
(DULY AUTHORISED)