

29 April 2024

Orange River Capital Limited

71 – 75 Shelton Street
Covent Garden
London
WC2H 9JQ

Attention: Nick Davies
Email: ndavies@maddoxlegal.co.uk

Dear Nick,

LETTER OF ENGAGEMENT

Further to our recent discussions and as agreed, we write to set out the terms of engagement of White & Case Inc. (“**White & Case SA**”) to act on behalf of Orange River Capital Limited (“**Orange River**”) against El Passo Farms CC in respect of a contractual dispute between the parties arising out of a Master Services Agreement concluded between Greengrow Capital, El Passo and Big Cedar Trading 134 (Pty) Ltd, and any other matters White & Case SA may be advising on from time to time (the “**Project Matter**”).

We are part of a global firm of lawyers acting throughout the world as “**White & Case**”. References in these terms of engagement to “**Firm**” are to that global organisation known as “**White & Case**”, its lawyers and staff.

1. Responsibility for the Work

1.1 We will aim to staff the matter at all times in such a way that it is conducted both cost efficiently and in your best interests. Darryl Bernstein, a partner, will lead the team and will be ultimately responsible for all legal advisory services provided to you. Darryl will be assisted by Deepa Ramjee, a local partner, Thato Mkhize, an associate and Vedanta Ramasary, a trainee. We may need to involve other partners and associates, trainees and legal assistants within the Firm and you authorise us to obtain such assistance as we consider appropriate. Unless agreed otherwise, services delivered by lawyers based in our foreign offices would be charged at their respective standard hourly rates. We will notify you promptly should there be any change in the partners or associates with substantial responsibility for the conduct of the Project Matter.

2. Fee Structure

2.1 We will charge you as our client for the services based upon the amount of time spent on this matter by each lawyer or legal assistant that performs work in connection with the services and the Firm's hourly time charges in effect for each such person at the time such work is performed.

- (a) Darryl Bernstein (Partner) – GBP 515;
- (b) Deepa Ramjee (Local Partner) – GBP 435;
- (c) Thato Mkhize (Associate) – GBP 335; and

(d) Vedanta Ramasary (Trainee) – GBP 140.

2.2 These hourly rates are subject to periodic adjustment. Our fees are adjusted at the rates which are current when the work is undertaken.

3. Costs and Disbursements

3.1 Costs and disbursements will also be billed to you. These include items such as photocopying, long distance telephone calls, facsimile transmissions, travel expenses, messenger services, secretarial overtime, document preparation, computerised legal research, business meals and meeting expenses.

3.2 Where we are required to do so, VAT will be charged on our fees, costs and disbursements.

3.3 All fees and expenses charged by providers of services outside the Firm, necessary to fulfill our engagement, such as Advocates will be paid by you and will not be our responsibility. Unless otherwise agreed, arrangements will be made for such charges to be billed directly to you for settlement by you with the relevant service providers.

4. Billing and Payment

4.1 It is the Firm's practice to render invoices for its fees, costs and disbursements on a monthly basis. Invoices are payable on presentation and should be settled within 30 days.

4.2 In the event of payment not being made in accordance with the terms of our invoice we must reserve the right to cease our representation of you in which case the full amount of the work undertaken up to that date will be charged to you. Any exercise of this right will be effected in accordance with our obligations under the applicable rules of professional responsibility.

5. Other Engagements

5.1 Unless otherwise agreed in writing, our sole client for the purposes of the Project Matter is the entity to whom this letter is addressed. In other words, we do not by reason of this engagement represent any other persons or entities including, for example, holding companies, subsidiaries, affiliates, commonly controlled entities, controlling or other shareholders, directors, officers, employees, trustees, partners or joint venture parties, as the case may be of Orange River.

5.2 Accordingly, the Firm may represent another client with interests adverse to, or different from, anyone mentioned above other than Orange River.

6. Conflicts of Interest

6.1 The Firm represents a large number of clients in many offices throughout the world. It is possible that during the course of this or any other representation by us, other clients of the Firm or new clients may seek to assert or protect interests which are adverse to or different from yours. These may constitute conflicts of interest under the professional rules of certain jurisdictions in which the Firm's lawyers practice, particularly in the United States, which could prevent or otherwise inhibit our ability to represent existing or new clients or you.

6.2 Given that possibility and in order to be fair to those clients and to you, as a condition to our engagement for the Project Matter, it is agreed that the Firm may continue to represent, or undertake to represent, existing or new clients, regardless of the magnitude or other

importance of the issues in question, even if such clients' interests are directly adverse to or different from, yours, provided always that such representation shall not contravene any rules relating to the professional conduct of solicitors which may be issued from time to time by relevant regulatory bodies.

- 6.3 In the absence of your consent, we will not act adversely to your interests on any matter in which as a consequence of our engagement hereunder, we have had access to confidential or secret information belonging to you which could inappropriately be used to your prejudice in any such matter. Notwithstanding the foregoing, in certain cases we may have more than one client actually or potentially interested in the subject matter of a transaction, competing for the same objective (for example on an auction sale of a company). In such cases you agree that we are free to act for more than one client provided that we establish separate teams and safeguard the information of each client from unauthorised disclosure by an ethical screen.
- 6.4 By signing below, you confirm your understanding that the advance waivers of conflicts of interest outlined herein are intended to apply to each new matter on which we agree to represent you or your affiliates, irrespective of any new representations adverse to you or your affiliates that may have been undertaken by the Firm in reliance on this advance waiver. It is understood that the Firm may rely on this waiver to undertake such adverse representations without specifically notifying you either at the time of undertaking the adverse representation or upon agreeing to a new unrelated representation of you or your affiliates.
- 6.5 We request that before agreeing to the above waiver and consent, you consider its consequences as well as your rights concerning the confidential information which will be disclosed to us in the course of your representation.

7. Prevention of Tax Evasion

By signing below, you acknowledge that you are aware that the Firm is required under the laws of various jurisdictions to ensure that neither we nor any persons associated with us facilitate the evasion of tax obligations anywhere in the world. In order to comply with our legal requirements, you agree to inform us on an ongoing basis of all of the principal objectives of the proposed representation and any other information relating to our involvement in implementing these objectives as maybe reasonably required. You also confirm that you will not seek to evade tax obligations which you owe. Additionally, you confirm that you will not require us or any person associated with us to facilitate tax evasion and that wherever you engage other advisers on the subject of the proposed representation with whom we will interact you will seek the same confirmation from them.

8. Confidentiality

Under applicable rules of professional responsibility, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if the Firm has such information from another client, we cannot disclose it to you even if that information is relevant to this matter. Similarly, except in limited circumstances and subject to applicable law, the Firm cannot disclose information that we acquire about you (including in relation to the Project Matter) without your permission.

9. Publicity

- 9.1 It is understood that the Firm may indicate that it is working on the Project Matter, from time to time, as it deems appropriate, provided always that no specific details are given without your prior written consent, except as permitted by applicable rules of professional responsibility.
- 9.2 Following completion of this matter, and subject always to our general obligation of confidentiality, you agree that the Firm may publicize or otherwise advertise our involvement in it, using such media, as we deem appropriate. We will use reasonable endeavours to inform you of any such publicity or advertisement, in advance of its release.

10. Processing of Personal Data

- 10.1 In this section, capitalised terms that are not defined elsewhere in these Terms of Engagement have the meanings set out in the Protection of Personal Information Act, No. 4 of 2013 (“**POPI**”). In addition:
- (a) “**Data Protection Laws**” means POPI, the Electronic Communications and Transactions Act, No. 25 of 2002 (“**ECTA**”), the Constitution of the Republic of South Africa, 1996 and Regulation (EU) 2016/679 (the “**GDPR**”) and/or other equivalent laws and regulations applicable to us in any other part of the world; and
 - (b) “**Relevant Personal Data**” means Personal Information that is Processed by us under, or in connection with, these Terms of Engagement.
- 10.2 To the extent that the Firm Processes any Relevant Personal Data in the context of the engagement, the Firm shall:
- (a) ensure that any such Processing is performed in accordance with applicable Data Protection Laws, and in accordance with the Firm’s Privacy Policy which is available via www.whitecase.com;
 - (b) implement appropriate technical and organisational measures to protect Relevant Personal Data against unauthorised or unlawful Processing; and
 - (c) ensure that Relevant Personal Data are only disclosed to the Firm’s personnel who have a legitimate business need to Process those Relevant Personal Data.
- 10.3 You acknowledge that, in the context of such Processing, you and the Firm are each a Responsible Party (as contemplated in POPI) and a Data Controller (as contemplated in ECTA, until such time as ECTA is repealed by POPI), independently deciding the purposes for which, and means by which, Relevant Personal Data are Processed. The Firm may Process Relevant Personal Data for the purposes described in these Terms of Engagement and the Firm’s Privacy Policy. You shall ensure that you are lawfully permitted to disclose Personal Information to us before making any such disclosure. You shall ensure that, as far as is reasonably possible, you have provided the Firm’s Privacy Policy to the affected Data Subjects before disclosing their Personal Information to the Firm, except where the Firm’s Privacy Policy has already been provided to those Data Subjects.

11. Termination of Engagement

- 11.1 You have the right to discharge us for any reason at any time upon the giving of reasonable notice. If we are discharged, our unpaid fees, costs and disbursements must be settled by you within 30 days of receipt of an itemised bill.
- 11.2 We also have the right to withdraw from representing you in the following circumstances, upon giving you reasonable notice to secure other counsel if:
- (a) you fail to co-operate in the work necessary to protect your interests or otherwise breach this letter agreement; or
 - (b) we cannot proceed with our representation for professional or ethical reasons.
- 11.3 Any such withdrawal will be effected in accordance with applicable rules of professional responsibility.
- 11.4 If we elect to withdraw for any of the above reasons, you agree (i) to take all steps necessary to free us of any obligations to perform further; including the execution of any documents necessary to complete our withdrawal; and (ii) to pay all our outstanding fees, costs and disbursements. To the extent any additional costs or disbursements are incurred by us, we will be entitled to prompt reimbursement.
- 11.5 If we do not receive additional assignments within 90 days of the conclusion of the matter, we will consider our lawyer-client relationship to have been terminated with effect from completion of that matter (subject, of course, to our continuing duty of confidentiality to you as a former client). If you later retain us to perform further or additional services, the lawyer-client relationship will recommence and these terms of engagement will apply with such modifications, if any, as may be agreed between us. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a recommencement of a lawyer-client relationship.
- 11.6 We undertake no obligation to inform you of developments in the law unless you have engaged us in writing to do so. Our consenting to receive notifications under agreements or other instruments on your behalf shall not alone result in our being considered as your lawyers.

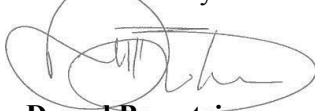
12. Governing Law & Jurisdiction

- 12.1 These terms of engagement shall be governed by, and construed in accordance with, South African law and the parties agree to submit to the jurisdiction of the South African courts.
- 12.2 If at any time you have any questions or concerns about the quality of service, we provide please do not hesitate to let Darryl Bernstein know.

We should be grateful if you would confirm your agreement to and acceptance of these terms of engagement by signing and dating the attached copy on behalf of Orange River and returning it to us.

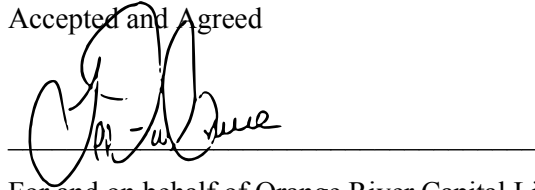
We look forward to working with you.

Yours faithfully



Darryl Bernstein
White & Case SA

Accepted and Agreed



For and on behalf of Orange River Capital Limited

Name: Lee Farbrace

Position: Director

Date: 1st May 2024