

Loan Agreement

Between

Hello Contract (Pty) Ltd
and

Borry Johnson
collectively referred to as "**The Parties**"

Dated, 17-03-2020

1. Definitions

1.1. In this Agreement, including the annexures to this Agreement, the following words and phrases shall, unless the contrary intention appears, have the following meanings:

1.1.1. **“Agreement”** means this Agreement and all annexures thereto, which annexures are not pre-defined in the Agreement;

1.1.2. **“Borrower”** means the Borrower as defined as Borry Johnson;

1.1.3. **“Business Day”** means any day that is not a Saturday, Sunday or South African public holiday;

1.1.4. **“Commencement Date”** means the date on which the Lender advances the Loan Amount to the Borrower in terms of this Agreement as defined as 11 March 2020, irrespective of the signature date of this Agreement;

1.1.5. **“Encumbrance”** includes any :

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED] vent as envisaged in the clause headed Event of Default below;

1.1.7. **“Final Repayment Date”** [REDACTED]

1.1.8. **“Interest”** shall mean the amount calculated at the Interest Rate on the Loan Amount per annum compounded monthly in arrears;

1.1.9. **“Interest Rate”** means the interest rate of 10% per annum;

1.1.11. **“Loan Amount”** means the amount of [REDACTED] advanced to the Borrower by the Lender in the form of a loan;

- [REDACTED]
- [REDACTED]
- [REDACTED]

1. the financial condition (including assets, revenues, liabilities, prospects and results of operations) or affairs of the Borrower;

■ [REDACTED]
[REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

■ [REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

1.1.14. **“Parties”** means the Lender and the Borrower collectively, and **“Party”** means any one of them, as the context indicates;

1.1.15. **“Repayment Amount”** means the total amount to be paid by the Borrower to the Lender which comprises the Loan Amount together [REDACTED]

1.2. In this Agreement, except to the extent that the context otherwise requires or is otherwise expressly stipulated, words denoting any one gender include all other genders and words denoting the singular shall include the plural and vice versa.

1.3. The headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

1.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in this interpretation clause.

1.8. This Agreement is subject to the NCA and all other applicable legislation from time to time. If any provision of this Agreement conflicts with any provisions of the NCA, the provisions of the NCA shall apply to the extent of such inconsistency.

2. Introduction

2.1. It is recorded that:

[REDACTED]

and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. The Loan Amount

3.1. With effect from the Commencement Date, the Lender hereby agrees, subject to the terms of this Agreement, to advance the Loan Amount to the Borrower.

4. Release Conditions

4.1. The obligation of the Lender to release the Loan Amount to the Borrower on the Commencement Date, as read together with clause 5.1.1 are conditional upon the fulfilment of the following the Borrower delivering to the Lender copies of the requisite resolutions pertaining to the Borrower (where applicable):

[REDACTED]

[REDACTED]

5. Advance, Interest and Repayment

5.1. Payment of Loan Amount by the Lender

[REDACTED] nt or waiver (as the case may be) of the conditions referred to in clause 4 above.

5.2. Interest

5.2.1. Interest shall accrue on [REDACTED]

[REDACTED]

5.3. Repayment of Loan Amount

5.3.1. The Loan Amount with Interest (if applicable) due by the Borrower to the Lender shall be paid by the Borrower timeously on or before 13 June 2020.

6. Payment Covenants

6.1. The Instalment Amount shall be paid to the Lender by the Borrower by way of EFT of cleared funds into a bank account nominated by the Lender ("the Lender's Banking

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6.2. On the occurrence of an Event of Default, the Repayment Amount shall forthwith become due and payable in full and the Lender may institute proceedings for the recovery thereof in accordance with the provisions set out herein.

7. Certificate of Indebtedness

7.1. A certificate signed by a director or prescribed officer of the Lender (whose appointment, authority or qualification need not be proved) shall be :

7.1.1. prima facie proof of the quantum of the Repayment Amount; and

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

8. Representations and Warranties

8.1. The Borrower hereby gives the Lender the following representations and warranties, each of which is deemed to be material and effective on the Commencement Date and thereafter until the Repayment Amount is paid in full -

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

8.1.4. this Agreement is and shall remain valid and binding in all respects and enforceable in accordance with all its terms;

8.1.5. all information supplied by the Borrower in connection with this Agreement is true, complete and accurate in all material respects (it being recorded that the Borrower has made all such reasonable enquiries necessary to confirm the accuracy of the information) and the Borrower is not aware of any material facts or circumstances which have not been disclosed to the Lender;

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

8.1.8. the Borrower is not in breach of any of the limits or restrictions or obligations imposed by any other agreement or instrument and no Event of Default has occurred and is continuing, whether or not in order to constitute such an Event of Default.

9. Undertakings by the Borrower

9.1. The Borrower hereby undertakes to the Lender that, for so long as there is any amount owing to the Lender in terms of this Agreement, the Borrower will inform the Lender of the occurrence of any Event of Default as soon as reasonably possibly after the Borrower becomes aware thereof unless specifically waived by the Lender in writing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

9.3.2. if any litigation, arbitration or administrative proceedings are instituted against it, if there are reasonable grounds for believing that such litigation, arbitration or administrative proceedings could be expected to have a Material Adverse Effect; and

9.3.3. of any occurrence which has, or which could reasonably be expected to have, a Material Adverse Effect.

10. Event of Default

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10.1.4. if the Borrower fails to comply with any undertaking given by it to the Lender pursuant to clause 9 and the Borrower fails to comply within 7 (seven) days from written notice by the Lender to comply; and/or

10.1.5. if the Borrower suffers a Material Adverse Effect;

10.1.6. if the Borrower is deemed to be insolvent or commits an act of insolvency within the meaning of Section 8 of the Insolvency Act, 24 of 1936;

10.1.7. if the Borrower compromises or attempts to compromise with its creditors, or defers or attempts to defer payment of debts owing by the Borrower to its creditors generally;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1. which is not appealable;
2. which is appealable but in respect of which the period for the lodging of an appeal has lapsed and the Borrower has failed to institute appeal proceedings;

■ [REDACTED]
■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

10.1.10. if any property, moveable or immovable, of the Borrower is attached in execution or by any process of any Court and the judgment is remained unsatisfied for a period of 7 (seven) Business Days;

10.1.11. if the directors and/or shareholders of the Borrower (in the event of the Borrower being a legal entity) proposes or passes a resolution for its liquidation, whether provisional or final, winding-up or to be placed into business rescue;

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

10.1.16. if the Borrower fails to comply with the provisions of any law or should its auditor or accounting officer report that a material irregularity involving the Borrower or Surety has taken place; and/or

10.1.17. if the Borrower does anything that may prejudice the Lender's rights in terms of this Agreement or fails to take steps to ensure that the Lender's rights in terms of this are not prejudiced.

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

10.3. If an Event of Default occurs the Lender may, notwithstanding anything to the contrary contained herein elect that the Repayment Amount shall immediately be due and payable by the Borrower to the Lender.

11. Renunciation of Benefits

11.1. The Borrower hereby renounces the benefits of the following legal exceptions:

[REDACTED]

[REDACTED]

11.1.3. Non numeratae pecuniae (this defence applies where the Borrower wishes to show that the Loan Amount was not paid out or properly counted. When this benefit is renounced, the Borrower bears the burden to prove that the Loan Amount was not paid out or properly counted),

[REDACTED]

12. Costs

12.1. Notwithstanding anything to the contrary contained herein, if the Lender incurs any legal fees or expenses as a result of the Borrower's breach of any of the terms of

[REDACTED]

12.2. Subject to the provisions of 12.1, if in any legal proceedings or arbitration relating to the enforcement by either Party of its rights in terms of this Agreement, a Court or arbitrator awards costs to any party, such costs shall be determined and recoverable

[REDACTED]

12.3. For the avoidance of doubt, the Borrower agrees that all costs and expenses paid by the Lender on behalf of the Borrower will be capitalised and will form part of the Repayment Amount.

13. Breach

[REDACTED]
[REDACTED]
[REDACTED] notice calling upon it to do so, the other Party will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it to cancel this Agreement with or without claiming damages, and/or seek specific performance.

14. Disputes

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

14.3. Either Party may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

14.5. There will be one arbitrator, who will be, if the question in issue is:

14.5.1. primarily an accounting matter, an independent chartered accountant of at least 10 (ten) years standing;

14.5.2. primarily a legal matter, a practicing advocate or commercial attorney of at least 10 (ten) years standing; and

14.5.3. any other matter, a suitably qualified person.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. Contact Details

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17. The Borrower signed this Agreement Voluntarily

17.1. The Borrower confirms that:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17.1.3. the Lender did not ask the Borrower to sign any additional (supplementary) agreements or documents that are not referred to in the Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19. The Lender's Rights if the Borrower Defaults

19.1. If the Borrower is in default, the Lender may:

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

20. General Declarations

20.1. The Borrower understands its rights and duties under this Agreement.

20.2. The Borrower has received a copy of this Agreement.

20.3. The Borrower has the legal capacity (and where relevant, the authority) to enter into this Agreement.

[REDACTED]

[REDACTED]

21. Notices

21.1. Each of the Parties choose as its domicilium citandi et executandi the respective address set out in clause 2 above for the purposes of the giving of any notice, the serving of any process and for any other purpose arising out of, or in connection with, this Agreement.

[REDACTED]

21.3. For purposes of this Agreement the Parties' respective domicilium citandi et executandi shall be

[REDACTED]

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

22. General

22.1. The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

[REDACTED]

22.4. No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights an enforcing the obligations of the other Party in terms of this Agreement.

[REDACTED]

shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

23. Cession and Assignment

23.1. The Lender may on written notice to the Borrower cede all or any of its rights in terms of this Agreement, as well as any and/or all security held by the Lender for the obligations of the Borrower in terms of this Agreement, to any other person or entity, without the consent of the Borrower.

[Redacted]

24. Signature

24.1. This Agreement is signed by the Parties on the dates and at the places indicated opposite their respective names.

[Redacted]

[Redacted]

On behalf: Hello Contract (Pty) Ltd

Borry Johnson

Signature

Signature

Representative:

Place:

Position:

Date:

Place:

Date: