

SHARE SUBSCRIPTION AGREEMENT

between

**AGILE ONLINE PROCESS ENGINEERING PLUS INNOVATION
PROPRIETARY LIMITED**

Registration number: 2021 / 863579 / 07

("the Company")

and

JEANINE HENNING

Identity number: 7802210029080

("the Subscriber")

and

CAMERON RONALD CLARK

Identity number: 9106035251087

("Clark")

NORMAN JOHN VISSER

Identity number: 8303215071085

("Visser")



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1. PARTIES

The parties to this agreement are:

- 1.1 Agile Online Process Engineering Plus Innovation Proprietary Limited, registration number 2021/863579/07, of 9 Riebeek Street, Cape Town, email address Info@ap-i.co.za ; and
- 1.2 Norman John Visser; identity number: 8303215071085, of 34 Riverside Drive, Bluewater Bay, Port Elizabeth, 621email address norman@redhotdesign.co.za; and
- 1.3 Cameron Ronald Clark, identity number 9106035251087, of Unit B7, Fairview Estate, 33 Ludlow Road, Vredehoek, Cape Town 8001email address Cameron@adminplus.co.za; and
- 1.4 Jeanine Henning identity number 7802210029080 of 2 Ridge Peak Lane, Nieuwe Steenberg Estate, Tokai, Cape Town. email address jeanine.henning@gmail.com.

2. INTRODUCTION

- 2.1 The Company is Digital Marketing & Website Development.
- 2.2 Visser and Clark are the existing shareholders in the Company. Prior to the effective date they each held 50 (fifty) shares in the
- 2.3 The Company wishes to offer 25% (twenty five per cent) of the issued shares in the Company to the Subscriber in recognition of the future Subscriber's role in the Company.
- 2.4 For the purpose of 2.3 above, the Company shall issue 100 (one hundred subscription shares ("subscription shares") to increase the total number of shares in issue to 200 (two hundred) shares at nominal value of R1.00 (one rand).



2.5 The subscription shares shall be issued as follows:

2.5.1 50 (fifty) subscription shares to the Subscriber;

2.5.2 25 (twenty five) subscription shares to Visser; and

2.5.3 25 (twenty five) subscription shares to Clark.

2.6 Following the issuing of the subscription shares the shareholding in the Company shall be as follows:

2.6.1 Visser – 75 (seventy five) shares;

2.6.2 Clark - 75 (seventy five) shares; and

2.6.3 The Subscriber – 50 (fifty) shares.

3. INTERPRETATION

In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention-

3.1 an expression which denotes –

3.1.1 any gender includes the other genders;

3.1.2 a natural person includes an artificial or juristic person and *vice versa*; and

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

3.2 the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

3.2.1 **“Act”**

the Companies Act 71 of 2008, as amended and the regulations passed in terms thereof;



- 3.2.2 **“agreement”**
this agreement and any schedule or addendum thereto;
- 3.2.3 **“business day”**
any day other than a Saturday, Sunday or official public holiday in South Africa;
- 3.2.4 **“Clark”**
the party referred to in 1.3 above;
- 3.2.5 **“the Company”**
the party referred to in 1.1 above;
- 3.2.6 **“effective date”**
the date of fulfilment of the last of the conditions present;
- 3.2.7 **“offer”**
the offer to acquire Subscription Shares in terms of this agreement;
- 3.2.8 **“party” or “parties”**
the parties referred to in 1 above, jointly and separately as the context may require;
- 3.2.9 **“share”**
a share in the share capital of the Company;
- 3.2.10 **“shareholder” or “shareholders”**
the registered members of the Company;
- 3.2.11 **“the Subscriber”**
the party referred to in 1.4 above;
- 3.2.12 **“subscription shares”**
the shares in the Company for which the Subscriber, Visser and Clark subscribe in terms of this agreement;



3.2.13 **“Visser”**

the party referred to in 1.2 above.

- 3.3 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the signature date, and as amended or substituted from time to time;
- 3.4 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this agreement;
- 3.5 where any term is defined within a particular clause other than this clause 3, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement;
- 3.6 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day, commencing on the next day and inclusive of the last day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding day which is a business day;
- 3.7 any reference to days (other than a reference to business days), months or years shall be a reference to calendar days, months or years, as the case may be;
- 3.8 where this agreement refers to the business of the Company, it shall include the business of any of the subsidiary companies in which the Company holds a majority share;
- 3.9 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording



preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s; and

3.10 the terms of this agreement having been negotiated, the *contra proferentem* rule shall not be applied in the interpretation of this agreement.

4. OFFER FOR SUBSCRIPTION SHARES

4.1 With effect from the date of signature hereof, the Company hereby irrevocably offers to the Subscriber 50 (fifty) ordinary shares of a single class of the authorised share capital of the Company at a subscription price of R1.00 (one rand) per share.

4.2 With effect from the date of signature hereof, the Company hereby irrevocably offers to the Visser and Clark 25 (twenty five) ordinary shares each of a single class of the authorised share capital of the Company at a subscription price of R1.00 (one rand) per share.

4.3 It is recorded that the value of the shares is based on the reasonable value of the Company at the date of the effective date.

4.4 The parties accept the offer by virtue of their signature to this agreement.

4.5 The Company agrees to:

4.5.1 Increase the issued share capital of the Company to facilitate the subscription shares;

4.5.2 Pass the required resolutions to achieve the capital increase in terms of the Act.



5. **PAYMENT OF THE PURCHASE PRICE**

The purchase price for the subscription shares shall be paid in full into the account designated by the Company before the effective date.

6. **CONDITIONS PRECEDENT**

This agreement is subject to the following:

- 6.1 The parties executing a shareholders' agreement.
- 6.2 The resolutions referred to in 4.5 above being passed.
- 6.3 Payment of the purchase price.

7. **CONFIDENTIALITY**

All aspects of this agreement shall be confidential between the parties and not be disclosed to any other person, including employees of the company and associated companies.

8. **NO CESSION**

Save as provided for herein, no party shall be entitled to cede, assign, transfer, encumber or delegate any of their rights, obligation and/or interest in, under or in terms of this agreement to any third party without the prior written consent of all the other parties.

9. **DOMICILIUM AND NOTICES**

- 9.1 The parties choose *domicilium citandi et executandi* ("**domicilium**") for all purposes relating to this agreement, including the giving of any



notice, the payment of any sum, the serving of any process, the addresses specified in 1 above.

- 9.2 Any party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicilium to any other physical address (not being a post office box or *poste restante*) within the RSA and to vary its facsimile domicilium to any other facsimile number.
- 9.3 Any notice given or payment made by any party to another ("**addressee**") which is delivered by hand between the hours of 09-00 and 17-00 on any business day to the addressee's physical domicilium for the time being shall be deemed to have been received by the addressee at the time of delivery.
- 9.4 Any notice given by any party to another which is successfully transmitted by email to the addressee's email domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.
- 9.5 This clause 9 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause 9.
- 9.6 Any notice in terms of or in connection with this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee.

10. **DISPUTE RESOLUTION**

- 10.1 Any disputes arising from or in connection with this agreement shall, if required by any party, by giving written notice to that effect to the others, be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") by an arbitrator or arbitrators



appointed by AFSA or its successors in title, if any. There shall be no right of appeal as provided for in article 22 of the aforesaid rules.

10.2 Each party to this agreement expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency.

11. GENERAL

11.1 This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof and supersedes and cancels any existing shareholders' agreement concluded between any of the parties in relation to their shareholding in the Company. No party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein.

11.2 This agreement novates and replaces all prior commitments, undertakings, or representations, whether oral or written, between the parties in respect of the subject matter hereof (including the relevant provisions of the sale agreement).

11.3 No addition to, variation, novation or agreed cancellation of any provision of this agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.

11.4 No indulgence or extension of time which any party may grant to any other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.

11.5 Without prejudice to any other provision of this agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either party shall be bound by this agreement.



2. _____

AGILE ONLINE
PROCESS
ENGINEERING PLUS
INNOVATION
PROPRIETRY LIMITED

SIGNED AT

ON THIS

OF

2024

1. _____

2. _____

NORMAN JOHN
VISSER

SIGNED AT

ON THIS

OF

2024

AS WITNESSES

1. _____

2. _____

CAMERON RONALD
CLARK


SIGNED AT CAPE TOWN

ON THIS 3rd

OF MAY

2024

1. _____



2. Behave

JEANINE HENNING

