

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

PARTIES:

This Confidentiality and Non-Disclosure Agreement (this "**Agreement**") is made between:

- (1) **MAIN STREET 800 PROPRIETARY LIMITED (IN BUSINESS RESCUE)**, a company registered in accordance with the laws of South Africa under registration number 2010/018129/07, and which is herein represented by Siphiso Sono N.O. of Opis Advisory Proprietary Limited in his capacity as the appointed business rescue practitioner ("**Main Street**"); and
- (2) **BIDDER NAME:** _____, a [company/entity] incorporated in accordance with the laws of [jurisdiction] _____ under registration number _____, and which is herein represented by _____, being duly authorised thereto (the "**Bidder**").

WHEREAS:

- A. Main Street is currently in business rescue in terms of the Companies Act, 2008.
- B. The BR Plan provides, under Option B, for the BRP to conduct the Investor Process, comprising Phase 1 (expressions of interest) and Phase 2 (data room access, due diligence and the submission of binding offers), and the Bidder wishes to participate in the Investor Process with a view to submitting an offer in respect of the Proposed Transaction.
- C. Signature of a confidentiality agreement is a qualifying requirement of Phase 1 of the Investor Process. As part of its evaluation of the Proposed Transaction, the Bidder will require access to certain information and documents that pertain to Main Street and its business, which constitute Confidential Information (as defined below), and the Parties wish to enter into this Agreement to regulate the disclosure and use of such Confidential Information upon the terms set out in this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

- 1.1.1 **Affiliates** means, in relation to each Party, any other person or entity, from time to time, which, directly or indirectly is Controlled by that Party; Controls that Party; or is under common Control with that Party;
- 1.1.2 **BR Plan** means the amended business rescue plan of Main Street published on 26 March 2026 in terms of section 150 of the Companies Act, 2008, as adopted, and as further amended, varied or supplemented from time to time;
- 1.1.3 **BRP** means Siphiso Sono, in his capacity as the duly appointed business rescue practitioner of Main Street, and includes any successor practitioner and, where applicable, any receiver appointed in terms of the BR Plan;
- 1.1.4 **Business Day** means any day other than a Saturday, Sunday or statutory holiday in South Africa;
- 1.1.5 **Confidential Information** shall mean the existence of the Proposed Transaction, this Agreement, its contents and the identities of the Parties, as well as the information (including all communications, whether written, oral or in any other form, and all reports, statements, schedules and other data

concerning financial, technical, labour, marketing, administrative, legal, accounting and any other matters contemplated herein) which the Disclosing Party or any of its Representatives furnishes or makes available to the Receiving Party or any of its Representatives in connection with the Proposed Transaction (or during any discussions or negotiations relating to the Proposed Transaction), whether prior to, in contemplation of, during or after discussions and irrespective of whether such information is marked "confidential" or "proprietary" or otherwise; provided that, notwithstanding the foregoing, the Confidential Information shall not include information that:

- 1.1.5.1 is lawfully known to or in the possession of the Receiving Party prior to disclosure thereof by the Disclosing Party, otherwise than pursuant to a breach of this Agreement (as can be evidenced by written and dated records or other reasonable evidence);
- 1.1.5.2 is or becomes publicly known, otherwise than pursuant to a breach of this Agreement;
- 1.1.5.3 was received by the Receiving Party from a third party who is entitled to disclose such information free of restriction and without obligation (whether contractual, legal, fiduciary or otherwise) to the Disclosing Party or its Representatives; or
- 1.1.5.4 is expressly identified by the Disclosing Party in writing, as being disclosed to the Receiving Party on a non-confidential basis;
- 1.1.6 **Control** means: (i) the legal or beneficial ownership, directly or indirectly, of 50% (fifty per cent) or more of the share capital or other ownership interests of any person; (ii) the ability, directly or indirectly, to appoint members of the board or other controlling body of any person who are able to exercise 50% or more of the votes at meetings of the board or other controlling body; or (iii) the ability, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise to direct or cause the direction of the management and policies of any person. A person shall be deemed to direct or cause the direction of the management and policies of a person if the consent or approval of such person is required with respect to all or substantially all material decisions and, for the purposes hereof, but without limitation, a holding company is deemed to control all of its subsidiaries (and **Controls** and **Controlling** shall be construed accordingly);
- 1.1.7 **Disclosing Party** means Main Street, and includes the BRP and their respective Representatives;
- 1.1.8 **Group** in relation to a Party, means that Party and its Affiliates;
- 1.1.9 **Investor Process** means the two-phased investor process contemplated in clause 6.4 (Option B) of the BR Plan, including Phase 1 and Phase 2 thereof, as conducted by the BRP in accordance with the Process Letter;
- 1.1.10 **Material** means any direct or indirect expression of thought or of an idea or of a combination of thoughts or ideas in material form, any direct or indirect artistic or aesthetic expression in material form or any data in material form, and shall include (but not by way of limitation): all reports; correspondence; documentation; computer software, computer source-code and object-code; flow-charts; data-bases; designs; tables; calculations; spread-sheets; schematics; plans; drawings; photographs; presentations; sound recordings; broadcasts; and programme-carrying signals;
- 1.1.11 **Parties** means the parties to this Agreement, and **Party** means either one of them, as the context may require;
- 1.1.12 **Process Letter** means the bid process letter issued or to be issued by the BRP in the Investor Process, setting out, among other things, the qualifying requirements, bid protocols, terms, timelines and process to be followed, as amended from time to time;

- 1.1.13 **Proposed Transaction** means any investment in, acquisition of shares in or assets of (including the mining right), funding of, or other transaction in relation to Main Street or its business that the Bidder may evaluate or propose in the Investor Process;
- 1.1.14 **Receiving Party** means the Bidder;
- 1.1.15 **Representatives** means in relation to a Party (which includes reference to such Party's Affiliates), its and their respective officers, employees, directors, managers, agents and third-party professional advisers (including investment bankers, auditors, consultants or lawyers) and, subject to clause 6.3, its funders and co-investors; and
- 1.1.16 **Signature Date** means the last date on which this Agreement is signed by the Parties in time.
- 1.2 **Interpretation**
- 1.2.1 Unless expressly provided to the contrary or inconsistent with the context, a reference in this Agreement to:
- 1.2.1.1 this Agreement or any other agreement, document or instrument shall be construed as a reference to this Agreement or that other agreement, document or instrument as amended, varied, novated or substituted from time to time;
- 1.2.1.2 a clause is to a clause to this Agreement;
- 1.2.1.3 a person includes any natural person, firm, company, corporation, body corporate, juristic person, unincorporated association, government, state or agency of a state or any association, trust, partnership, syndicate, consortium, joint venture, charity or other entity (whether or not having separate legal personality);
- 1.2.1.4 any gender includes the other genders;
- 1.2.1.5 the singular includes the plural and vice versa;
- 1.2.1.6 a word or expression given a particular meaning includes cognate words or expressions;
- 1.2.1.7 any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day is a day that is not a Business Day, the next Business Day;
- 1.2.1.8 a statutory provision includes any subordinate legislation made from time to time under that provision and a reference to a statutory provision includes that provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this Agreement or any transaction entered into in accordance with this Agreement;
- 1.2.1.9 the words including, include or in particular followed by specific examples shall be construed by way of example or emphasis only and shall not be construed, nor shall it to take effect, as limiting the generality of any preceding words, and the *eiusdem generis* rule shall not to be applied in the interpretation of such specific examples or general words;
- 1.2.1.10 the words other or otherwise shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible.
- 1.2.2 All the headings and sub-headings in this Agreement are for convenience and reference only and shall be ignored for the purposes of interpreting it.
- 1.2.3 A term defined in a particular clause in this Agreement, unless it is clear from the clause in question that application of the term is to be limited to the relevant clause, bears the meaning ascribed to it for all purposes of this Agreement, notwithstanding that that term has not been defined in clause 1.1, and where there is any inconsistency between any term defined in clause 1.1 and any term

defined in any clause in this Agreement, then, for the purposes of construing such clause the term as defined in such clause prevails.

- 1.2.4 No rule of construction may be applied to the disadvantage of a Party because that Party was responsible for or participated in the preparation of this Agreement or any part of it.
- 1.2.5 If a definition confers substantive rights or imposes substantive obligations on a Party, such rights and obligations shall be given effect to and are enforceable as substantive provisions of this Agreement, notwithstanding that they are contained in that definition.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall, irrespective of the Signature Date, be deemed to have commenced and taken effect on the earliest of: (i) the Signature Date; or (ii) any previous date upon which any Confidential Information was disclosed, or became known, to the Receiving Party. This Agreement shall terminate automatically, and without any action being required by or on behalf of any Party, on the later of (i) the date falling 3 (three) years after the Signature Date; and (ii) the date falling 2 (two) years after the conclusion or termination of the Investor Process.
- 2.2 The expiry or termination of this Agreement shall not affect any provision of this Agreement which expressly provides that it shall operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provision itself does not provide for this.

3. RESTRICTIONS ON DISCLOSURE AND USE OF THE CONFIDENTIAL INFORMATION

3.1 Permitted Disclosures

- 3.1.1 The Receiving Party may disclose the Confidential Information only to its Representatives to whom such disclosure is reasonably necessary for the purposes of evaluating the Proposed Transaction and participating in the Investor Process and on a "need to know" basis, but only on condition that such Representatives are bound by duties of confidentiality no less onerous than those contained in this Agreement (and are made aware that the information to be disclosed comprises Confidential Information), and provided that the Receiving Party maintains a list of all such Representatives and the Confidential Information provided to each, which list shall be furnished to the BRP on request.
- 3.1.2 Without derogating from the provisions of clause 3.1.1, the Receiving Party shall: (i) be responsible for any breach of the terms of this Agreement by any member of its Group and/or any of its or their Representatives as if they were actions or omissions of the Receiving Party, and (ii) in addition to liability for any such actions or omissions, at the Receiving Party's sole expense, take all reasonable measures (including, but not limited to, court proceedings) to restrain such persons from prohibited or unauthorised use or disclosure of the Confidential Information.

3.2 Confidentiality Undertakings

- 3.2.1 The Receiving Party shall:
 - 3.2.1.1 treat all Confidential Information as private and confidential and safeguard it accordingly;
 - 3.2.1.2 ensure that the Confidential Information is protected against theft or unauthorised access and that no person obtains access to or receives any Confidential Information unless authorised in terms of this Agreement;
 - 3.2.1.3 not utilise, employ, exploit or in any other manner whatsoever use (whether itself or indirectly through the agency of any other person) the Confidential Information for any purpose whatsoever other than strictly for the purpose of evaluating the Proposed Transaction and preparing and submitting an offer in the Investor Process, and thereafter the Receiving Party shall make no further use, of any nature whatsoever, of the Confidential Information (including,

without limitation, to procure commercial advantage, or in connection with any litigation, proceedings, claim or objection, including any challenge to the BR Plan or to the business rescue proceedings of Main Street);

- 3.2.1.4 not, without the prior written consent (which consent shall not unreasonably be withheld) of the Disclosing Party, make copies or have reproduced any Confidential Information;
- 3.2.1.5 not, directly or indirectly, disclose any Confidential Information or allow it to be disclosed, in whole or in part, to any third party for any reason or purpose whatsoever without the prior written consent (which consent shall not unreasonably be withheld) of the Disclosing Party, save in accordance with the provisions of this Agreement; and
- 3.2.1.6 inform the Disclosing Party immediately on becoming aware of or suspecting that any person not authorised to receive the Confidential Information of the Disclosing Party in terms of this Agreement has received Confidential Information of the Disclosing Party.

3.3 **General Obligations**

- 3.3.1 The Receiving Party, in performing its obligations under clause 3.2 above, agrees to protect the Confidential Information of the Disclosing Party by using the same standard of care used to safeguard its own information of a confidential nature (but no less than a reasonable standard of care).
- 3.3.2 The onus shall be on the Receiving Party to demonstrate that any information is excluded from the definition of Confidential Information pursuant to clauses 1.1.5.1 to 1.1.5.4 above.
- 3.3.3 If the Receiving Party is uncertain as to whether or not any information should be treated as Confidential Information, the Receiving Party agrees to treat such information as Confidential Information unless otherwise advised by the Disclosing Party.
- 3.3.4 Unless the Parties otherwise agree in writing, any documentation or records received from the Disclosing Party which form part of, or relate to, the Disclosing Party's Confidential Information which comes into the possession of the Receiving Party from any source whatsoever during the existence of this Agreement or at any time thereafter shall be deemed to form part of the Confidential Information of the Disclosing Party and shall be subject to the same provisions of this Agreement as other Confidential Information.

4. **RETURN OF INFORMATION**

- 4.1 The Disclosing Party may, at any time by way of written notice to the Receiving Party, require the Receiving Party to return any Material containing, pertaining to or relating to Confidential Information of the Disclosing Party and to expunge such Confidential Information from any word processor, computer or other similar device into which it was entered or programmed, and may, in addition, require the Receiving Party to furnish a written statement (certified as correct by a director of the Receiving Party, which certificate shall be deemed to be adequate confirmation) to the effect that, upon such return, the Receiving Party has not retained in its possession, or under its control, either directly or indirectly, any such Confidential Information.
- 4.2 As an alternative to the return of such Material and Confidential Information contemplated above, the Receiving Party shall, at the instance of the Disclosing Party, destroy such Material and Confidential Information and furnish the Disclosing Party with a written statement (certified as correct by a director of the Receiving Party, which certificate shall be deemed to be adequate confirmation) to the effect that such Material and Confidential Information has been destroyed.
- 4.3 The Receiving Party shall comply with all requirements in terms of this clause 4 within 14 (fourteen) days of receipt of written notice thereof.

- 4.4 The Receiving Party shall be responsible for the return or destruction in terms of this clause 4 of all such Material and Confidential Information of the Disclosing Party which has been disclosed to any third party (including any Representatives) in terms of this Agreement.

5. **FORCED DISCLOSURE**

The Receiving Party may disclose Confidential Information to the minimum extent required by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with provisions of any applicable law, regulations, or rules of any applicable stock exchange in force from time to time, provided that in these circumstances, the Receiving Party shall:

- 5.1 advise the Disclosing Party in writing prior to such disclosure to enable the Disclosing Party to take whatever steps it deems necessary to protect its interest in this regard and shall co-operate with the Disclosing Party if it decides to bring any legal or other proceedings to challenge the validity of the requirement to disclose the Confidential Information;
- 5.2 disclose only that portion of the information which it is legally required to disclose; and
- 5.3 protect the confidentiality of such Confidential Information to the widest extent possible in the circumstances (including, without limitation, gaining assurances as to confidentiality from the body or authority requiring the disclosure).

6. **INVESTOR PROCESS AND PROTECTION OF THE PROCESS**

- 6.1 The Receiving Party acknowledges that the Investor Process is conducted by the BRP in terms of the BR Plan and agrees to comply with the Process Letter and with any data room rules and protocols issued by or on behalf of the BRP from time to time.
- 6.2 The BRP may, in his sole discretion and without liability, amend, suspend or terminate the Investor Process, determine whether the Receiving Party meets the qualifying requirements, exclude the Receiving Party from the Investor Process, or decline to accept any offer, at any time and without giving reasons.
- 6.3 The Receiving Party shall not, without the prior written consent of the BRP: (i) discuss, agree or co-ordinate with any other actual or prospective bidder in respect of the Investor Process or the terms of any offer; or (ii) form or 6.
- 6.4 The Receiving Party shall not, and shall procure that its Representatives do not, without the prior written consent of the BRP, initiate or maintain contact with any creditor, employee, shareholder, landowner or farmer, contractor, supplier or regulator (including the Department of Mineral and Petroleum Resources) of or in relation to Main Street regarding Main Street, its business or the Investor Process, save for contact in the ordinary course of business unrelated to the Proposed Transaction.
- 6.5 For a period of 12 (twelve) months after the Signature Date, the Receiving Party shall not, and shall procure that the members of its Group do not, directly or indirectly solicit or entice away any employee of Main Street, save with the prior written consent of the BRP.
- 6.6 Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall restrict Main Street or the BRP from disclosing the identity of the Receiving Party, the fact of its participation in the Investor Process, or the terms of any offer made by it, to the creditors, creditors' committee or other affected persons of Main Street, the Companies and Intellectual Property Commission, any court, the Department of Mineral and Petroleum Resources or any other regulatory authority, to the extent required by the Companies Act, 2008 or contemplated by the BR Plan (including in any

amendment to the BR Plan incorporating a selected bidder). The obligations of confidentiality in this Agreement bind the Receiving Party only.

- 6.7 To the extent that the Confidential Information includes personal information, the Receiving Party shall process such personal information only for the purposes permitted by this Agreement and in compliance with the Protection of Personal Information Act, 2013, and shall implement appropriate, reasonable technical and organisational measures to secure it.
- 6.8 Where the Receiving Party or any member of its Group is a competitor of Main Street, the BRP may require that competitively sensitive information be made available only to a clean team of the Receiving Party's Representatives approved by the BRP and subject to such clean team arrangements as the BRP may reasonably prescribe, in compliance with the Competition Act, 1998.
- 6.9 If the Receiving Party withdraws from, is excluded from, or is not selected as the preferred bidder in, the Investor Process, the Receiving Party shall, without the need for any notice, comply with clause 4 within 14 (fourteen) days of such event.

7. NO REPRESENTATIONS AND REMEDIES

- 7.1 The Receiving Party acknowledges that neither Main Street, the BRP, nor any of their respective Representatives makes any representation or warranty (express or implied) as to the accuracy, reliability or completeness of any Confidential Information, and none of them shall have any liability to the Receiving Party or any of its Representatives relating to the use of or reliance on any Confidential Information or for any errors therein or omissions therefrom. The Receiving Party shall rely solely on its own investigations and due diligence, and only those representations and warranties (if any) that are expressly given in a definitive agreement in respect of the Proposed Transaction, when and if executed, shall have any legal effect.
- 7.2 The BRP enters into this Agreement solely in his capacity as business rescue practitioner of Main Street and shall incur no personal liability of any nature whatsoever under or in connection with this Agreement or the Investor Process.
- 7.3 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by the Receiving Party of the provisions of this Agreement and the Disclosing Party (including the BRP) shall be entitled to an interdict, specific performance and other appropriate relief for any threatened or actual breach of any such provision by the Receiving Party or any of its Representatives, and no proof of special damages shall be necessary for the enforcement by the Disclosing Party of its rights under this Agreement.

8. INDEMNITY

The Receiving Party shall indemnify, and keep indemnified, the Disclosing Party against all losses, costs, liabilities and damages arising directly or indirectly in connection with any breach by the Receiving Party or any of its Representatives of its obligations under this Agreement. Nothing contained in this clause 8 shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for such breach including specific performance and the recovery of monetary damages.

9. GENERAL

9.1 Entire Agreement

- 9.1.1 This Agreement constitutes the entire agreement between the Parties in regard to its subject matter and supersedes all representations, communications and prior agreements (written or oral).
- 9.1.2 No Party shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Agreement.

9.2 Variations

No agreement to vary, add to or cancel this Agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of all of the Parties.

9.3 No Waiver

- 9.3.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and is not deemed a waiver of any subsequent breach or default.
- 9.3.2 A failure to exercise or a delay by a Party in exercising any right or remedy provided under this Agreement or by law does not constitute a waiver of that or any other right or remedy, nor does it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law prevents or restricts the further exercise of that or any other right or remedy.

9.4 Survival of Rights, Duties and Obligations

Termination or expiry of this Agreement for any cause does not release any Party from any liability which at the time of termination or expiry has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination or expiry.

9.5 Severance

If any provision of this Agreement that is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under any law of any jurisdiction, the validity, legality and enforceability of the remaining provisions are not in any way affected or impaired thereby and the legality, validity and enforceability of such provision under the law of any other jurisdiction are not in any way affected or impaired.

9.6 Assignment

The Receiving Party may not cede any of its rights or delegate any of its obligations under this Agreement. Main Street may cede and assign any or all of its rights under this Agreement to any receiver appointed in terms of the BR Plan, any liquidator of Main Street, or any purchaser of Main Street or its business or assets, without the consent of the Receiving Party.

9.7 No Obligation to proceed to conclude the Proposed Transaction

- 9.7.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any joint venture between any of the Parties, constitute any Party the agent of any of the other Parties and no Party shall have any authority of any kind to bind the other Party in any respect whatsoever.
- 9.7.2 Furthermore, neither Party shall be obliged to commence or continue any negotiations or to reach or execute any agreement with respect to the Proposed Transaction, and except as expressly provided herein, neither Party shall be committed in any way with respect to the Proposed Transaction unless and until a written agreement(s) with respect thereto is duly executed by both Parties. Neither Main Street nor the BRP shall be obliged to accept any offer, and the Receiving

Party shall have no claim against Main Street or the BRP for any costs incurred in connection with the Investor Process.

9.8 Counterparts

This Agreement may be signed in any number of counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument.

9.9 Governing Law and Jurisdiction

This Agreement is governed by and will be construed in accordance with the laws of South Africa. The Parties hereby consent to the non-exclusive jurisdiction of the Gauteng Local Division of the High Court of South Africa (Johannesburg) in any dispute arising from or in connection with this Agreement.

9.10 Independent Advice

All Parties acknowledge they have been free to secure independent legal and other advice as to the nature and effect of all of the provisions of this Agreement and that they have either taken such independent legal and other advice or voluntarily decided not to do so.

9.11 Successor Bound

This Agreement is binding on and inures for the benefit of each Party's successors in title and/or permitted assign/s including but not limited to, the executor, liquidator, curator, receiver (including any receiver appointed in terms of the BR Plan), administrative receiver or trustee of any Party.

10. ADDRESSES FOR LEGAL PROCESSES AND NOTICES

10.1 The Parties choose for the purposes of this Agreement the following addresses and email addresses:

10.1.1 Main Street: First Floor Merton House
Eton Office Park
Corner Sloane and Harrison Avenues
Bryanston

Email address: sipho.sono@opisadvisory.co.za
Marked for the attention of: Sipho Sono (Business Rescue Practitioner)

10.1.2 Bidder: _____

Email address: _____
Marked for the attention of: _____

10.2 Any legal process to be served on any of the Parties may be served on it at the address specified for it in clause 10.1 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.

10.3 Any notice or other communication to be given to any of the Parties in terms of this Agreement is valid and effective only if it is given in writing, provided that any notice given by email is regarded for this purpose as having been given in writing.

10.4 A notice to any Party which is sent by courier in a correctly addressed envelope to the address specified for it in clause 10.1 is deemed to have been received on the date and time at which the delivery is recorded as having taken place, or which is delivered to the Party by hand at that address is deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.

- 10.5 Each notice by email to a Party at the email address specified for it in clause 10.1 is deemed to have been received within 4 (four) hours of transmission if it is transmitted during normal business hours of the receiving Party or within four hours of the beginning of the next Business Day at the destination after it is transmitted, if it is transmitted outside those business hours.
- 10.6 For the purposes of this clause 10, business hours means the hours of 09h00 to 17h00 on a Business Day.
- 10.7 Notwithstanding anything to the contrary in this clause 10, a written notice or other communication actually received by any Party is adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.
- 10.8 Any Party may by written notice to the other Parties change its address or email address for the purposes of clause 10.1 to any other address (other than a post office box number) provided that the change will become effective on the day following receipt of the notice.

11. **COSTS**

Each Party is responsible for its own costs, legal fees and other expenses incurred in the negotiation, preparation and execution of this Agreement.

[Remainder of page intentionally left blank – signature page follows]

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of
**MAIN STREET 800 PROPRIETARY LIMITED (IN
BUSINESS RESCUE)**

Signatory: Sipho Sono
Capacity: Duly appointed business rescue
practitioner, in his representative capacity only
Who warrants his/her authority hereto

SIGNED at _____ on this the _____ day of _____ 20__.

For and on behalf of **[BIDDER NAME]**

Signatory:
Capacity:
Who warrants his/her authority hereto