

## Subscription and Rollover Agreement

Relating to Manta Bidco Limited

Dated 4 August 2022

REMGRO HEALTH LIMITED

and

REMGRO HEALTHCARE HOLDINGS PROPRIETARY LIMITED

and

REMGRO JERSEY GBP LIMITED

and

SAS SHIPPING AGENCIES SERVICES S.À R.L.

and

MANTA BIDCO LIMITED

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This Agreement is made on 4 August 2022 between:

- (1) **Remgro Health Limited**, whose address is No. 2 The Forum Grenville Street, St. Helier, Jersey, JE1 4HH ("**Remgro Health**");
- (2) **Remgro Healthcare Holdings Proprietary Limited**, whose address is Millenia Park, 16 Stellantia Avenue, Stellenbosch, Republic of South Africa, 7600 ("**Remgro Healthcare**");
- (3) **Remgro Jersey GBP Limited**, whose address is No. 2 The Forum Grenville Street, St. Helier, Jersey, JE1 4HH ("**Remgro Jersey**");
- (4) **SAS Shipping Agencies Services S.à r.l.**, whose address is Boulevard Joseph II, 11B, Luxembourg ("**SAS**"); and
- (5) **Manta Bidco Limited**, a company incorporated in England and Wales whose registered office is c/o Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ (the "**Company**"),

(each, a "**Party**" and together, the "**Parties**").

**Whereas:**

- (A) Remgro Healthcare and SAS have agreed to establish the Company as a joint venture company for the purposes of: (i) making an offer under the City Code on Takeovers and Mergers (the "**Code**") to acquire the entire issued and to be issued share capital of Mediclinic International plc ("**Mediclinic**") (excluding the Rollover Shares) (the "**Offer**" and the "**Offer Shares**"); and (ii) carrying on the Mediclinic business following completion of the Offer.
- (B) It is expected that the Offer will be implemented by way of a scheme of arrangement under Part 26 of the Companies Act 2006 (the "**Scheme**").
- (C) The Company was incorporated in England and Wales on 27 July 2022. As at the date of this Agreement, it has a share capital of £2 divided into 20 shares.
- (D) Remgro Health, Remgro Healthcare, Remgro Jersey and SAS have agreed to subscribe for, and the Company has agreed to issue and allot, the Subscription Shares (as defined below) on the terms and subject to the conditions of this Agreement.

**It is hereby agreed** as follows:

## **1 Interpretation**

**1.1** In this Agreement, the following words and expressions, unless the context otherwise requires, shall have the following meanings respectively:

"**Applicable Stamp Duty**" means all stamp, registration or other documentary or transaction duties, stamp duty land tax and any other similar transfer taxes (including South African securities transfer tax where applicable (together with, in each case any related interest or penalties)) and any notarisational fees arising as a result of: (i) the sale of the Rollover Shares pursuant to this Agreement; and (ii) completion of the Offer;

"**Bid Conduct Agreement**" means the bid conduct agreement dated 4 August 2022 between Remgro Limited and SAS;

"**Business Day**" means a day which is not a Saturday, Sunday or a bank or public holiday in Jersey, Luxembourg, South Africa, Switzerland and/or the United Kingdom;

"**Completion**" means completion of the subscription for the Subscription Shares in

accordance with Clause 5;

**“Condition”** has the meaning given in Clause 4.1;

**“Cooperation Agreement”** means the cooperation agreement dated on or around the date of this Agreement between, amongst others, the Company and Mediclinic;

**“CSDP”** means a central securities depository participant registered as a 'participant' in terms of the South African Financial Markets Act (No 19 of 2012) and recognised as such by STRATE, and appointed by each of Remgro Healthcare and the Company to act as their respective central securities depository participants, including to give effect to the transfer of the Remgro Healthcare Rollover Shares from Remgro Healthcare to the Company in the manner contemplated in Clause 5;

**“Encumbrance”** means any claim, charge, mortgage, lien, option, equity, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

**“Joint Expenses”** has the meaning given in the Bid Conduct Agreement;

**“Mediclinic Shares”** means ordinary shares in the issued share capital of Mediclinic;

**“Offer Consideration”** means the aggregate consideration payable by the Company in respect of the acquisition of the Offer Shares, pursuant to the Offer;

**“Offer Price”** means the consideration payable by the Company in respect of the acquisition of each Offer Share (denominated in pounds), pursuant to the Offer;

**“Offer Share Percentage”** means the proportion, expressed as a percentage, which the Offer Shares bear to the total number of Mediclinic Shares as at completion under either of: (i) the Scheme becoming effective; or (ii) in the event that the Offer is implemented by way of Takeover Offer (as defined in Chapter 3 of Part 28 of the Companies Act), such Takeover Offer having been declared and become unconditional in accordance with the Code;

**“Paying Agent”** means the paying agent appointed in respect of the Scheme;

**“Relevant Account”** means such bank account as is notified by the Paying Agent to Remgro Healthcare and SAS in writing no later than 5 Business Days prior to Completion;

**“Relief”** includes, unless the context otherwise requires, any allowance, credit, deduction, exemption or set off in respect of any Tax or relevant to the computation of any income, profits or gains for the purposes of any Tax, any right to or actual repayment of or saving of Tax (including any repayment supplement, fee or interest in respect of Tax), or any credit or other amount payable or paid by a Tax Authority;

**“Remgro Health Rollover Shares”** means the 36,057,692 Mediclinic Shares held by Remgro Health;

**“Remgro Health Subscription Shares”** means such number of ordinary shares of £0.10 each in the share capital of the Company, as is equal to the product of the Remgro Health Rollover Shares and the Offer Price, divided by a subscription price of £0.10 per ordinary share in the share capital of the Company and rounded down to the nearest whole number;

**“Remgro Healthcare Rollover Shares”** means the 256,382,504 Mediclinic Shares held by Remgro Healthcare, and which trade on the securities exchange register maintained by the JSE Limited (on which Mediclinic has a secondary listing);

**“Remgro Healthcare Subscription Amount”** means an amount equal to the sum of:

- (i) such proportion of the Offer Consideration as is equal to the proportion which the difference between the Offer Share Percentage and 50% bears to the Offer Share Percentage;
- (ii) 50% of all Joint Expenses; and
- (iii) 50% of all Applicable Stamp Duty;

**“Remgro Healthcare Initial Subscription Shares”** means such number of ordinary shares of £0.10 each in the share capital of the Company as is equal to the product of the Remgro Healthcare Rollover Shares and the Offer Price, divided by a subscription price of £0.10 per ordinary share in the share capital of the Company and rounded down to the nearest whole number;

**“Remgro Healthcare Final Subscription Shares”** means such number of ordinary shares of £0.10 each in the share capital of the Company which, following the satisfaction of Clauses 5.3, 5.4 and 5.5, will result in SAS (on the one hand) and the Remgro Parties (in aggregate, on the other hand) each holding 50 per cent. of the issued share capital of the Company;

**“Remgro Jersey Rollover Shares”** means the 36,057,692 Mediclinic Shares held by Remgro Jersey;

**“Remgro Jersey Subscription Shares”** means such number of ordinary shares of £0.10 each in the share capital of the Company as is equal to the product of the Remgro Jersey Rollover Shares and the Offer Price, divided by a subscription price of £0.10 per ordinary share in the share capital of the Company and rounded down to the nearest whole number;

**“Remgro Parties”** means Remgro Health, Remgro Healthcare and Remgro Jersey;

**“Remgro Parties’ Subscription Shares”** means the Remgro Health Subscription Shares, the Remgro Healthcare Initial Subscription Shares, the Remgro Healthcare Final Subscription Shares and the Remgro Jersey Subscription Shares;

**“Rollover Shares”** means the Remgro Health Rollover Shares, the Remgro Healthcare Rollover Shares and the Remgro Jersey Rollover Shares;

**“SAS Subscription Amount”** means an amount equal to the sum of:

- (i) such proportion of the Offer Consideration as is equal to the proportion which 50% bears to the Offer Share Percentage;
- (ii) 50% of all Joint Expenses; and
- (iii) 50% of all Applicable Stamp Duty;

**“SAS Subscription Shares”** means such number of ordinary shares of £0.10 each in the share capital of the Company as corresponds to the SAS Subscription Amount, on the basis of a subscription price of £0.10 per ordinary share in the share capital of the Company;

**“STRATE”** means Strate Proprietary Limited, registration number 1998/022242/07, a private company incorporated in accordance with the laws of South Africa and a registered central securities depository licensed under the South African Financial Markets Act (No 19 of 2012) and responsible for the electronic custody and settlement system used by the securities exchange operated by the JSE Limited;

**“Subscription Shares”** means the Remgro Parties’ Subscription Shares and the SAS Subscription Shares, as applicable;

**“Taxation”** or **“Tax”** means all forms of taxation and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments to a Tax Authority on account of Tax, the clawback or other recovery of any credit or other amount previously paid by a Tax Authority and the payment of any amount pursuant to any funding or reimbursement of an amount on account or in respect of tax discharged (or to be discharged) by another person, in each case of the United Kingdom or elsewhere in the world wherever imposed and whether chargeable primarily against or attributable directly or primarily to a Group Company or any other person, and whether any amount in respect of them is recoverable from any other person, and all penalties, fines and interest relating thereto;

**“Tax Authority”** means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any law in relation to Taxation; and

**“VAT”** means such Tax as may be levied in accordance with (but subject to derogations from) Council Directive 2006/112/EC or the Value Added Tax Act 1994 and any other Tax levied by reference to added value, turnover or sales (in any case wherever imposed).

- 1.2 The headings are for convenience only and shall not affect the interpretation of this Agreement. Except as specified otherwise, references to Clauses are to Clauses of this Agreement.
- 1.3 References to one gender include all genders and reference to the singular include the plural and vice versa.

## **2 Agreement to subscribe for SAS Subscription Shares**

- 2.1 On and subject to the terms of this Agreement:
  - 2.1.1 SAS agrees to pay (or procure the payment of) the SAS Subscription Amount to or at the direction of the Company by electronic wire transfer in immediate available funds to the Paying Agent; and
  - 2.1.2 in exchange, the Company agrees to issue and allot the SAS Subscription Shares to SAS pursuant to Clause 5.3, and SAS agrees to subscribe at Completion for the SAS Subscription Shares.
- 2.2 The SAS Subscription Shares shall rank *pari passu* in all respects with all other ordinary shares of the Company, including the Remgro Parties’ Subscription Shares, and shall be issued free from Encumbrances and together with all rights and advantages attaching to them as at Completion.

## **3 Agreement to subscribe for Remgro Parties’ Subscription Shares**

- 3.1 On and subject to the terms of this Agreement:
  - 3.1.1 Remgro Health agrees to sell the Remgro Health Rollover Shares free from Encumbrances to the Company, and the Company agrees to acquire the Remgro Health Rollover Shares;

- 3.1.2 Remgro Healthcare agrees to sell the Remgro Healthcare Rollover Shares free from Encumbrances to the Company, and the Company agrees to acquire the Remgro Healthcare Rollover Shares;
- 3.1.3 Remgro Jersey agrees to sell the Remgro Jersey Rollover Shares free from Encumbrances to the Company, and the Company agrees to acquire the Remgro Jersey Rollover Shares;
- 3.1.4 Remgro Healthcare agrees to pay (or procure the payment of) the Remgro Healthcare Subscription Amount to or at the direction of the Company by electronic wire transfer in immediately available funds to the Paying Agent;
- 3.1.5 the Company agrees to issue and allot:
- (i) the Remgro Health Subscription Shares to Remgro Health in exchange for the sale of the Remgro Health Rollover Shares;
  - (ii) the Remgro Healthcare Initial Subscription Shares to Remgro Healthcare in exchange for the sale of the Remgro Healthcare Rollover Shares;
  - (iii) the Remgro Jersey Subscription Shares to Remgro Jersey in exchange for the sale of the Remgro Jersey Rollover Shares; and
  - (iv) the Remgro Healthcare Final Subscription Shares to Remgro Healthcare in exchange for the payment of the Remgro Healthcare Subscription Amount,
- in each case pursuant to Clauses 5.4 and 5.5; and
- 3.1.6 each of Remgro Health, Remgro Healthcare and Remgro Jersey agrees to subscribe at Completion for the Remgro Health Subscription Shares, the Remgro Healthcare Initial Subscription Shares, the Remgro Healthcare Final Subscription Shares and the Remgro Jersey Subscription Shares respectively.
- 3.2** The Remgro Parties' Subscription Shares shall rank *pari passu* in all respects with all other ordinary shares of the Company, including the SAS Subscription Shares, and shall be issued free from Encumbrances and together with all rights and advantages attaching to them as at Completion.
- 3.3** Each of the transfers of Rollover Shares detailed at Clauses 3.1.1 to 3.1.3 shall be on the terms that:
- 3.3.1 the same covenants shall be deemed to be given by each of Remgro Health, Remgro Healthcare and Remgro Jersey (as applicable) on Completion in respect of their respective Rollover Shares as are implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 where a disposition is expressed to be made with full title guarantee; and
  - 3.3.2 the same warranties are given in respect of the Rollover Shares as are deemed to be given by the other shareholders in Mediclinic upon the transfer of their Mediclinic Shares upon completion of the Offer.

## **4 Condition**

- 4.1** Completion shall be conditional upon: (i) the Scheme becoming effective; or (ii) in the event that the Offer is implemented by way of Takeover Offer (as defined in Chapter 3 of Part 28 of the Companies Act), such Takeover Offer having been declared and become

unconditional in accordance with the Code (the “**Condition**”). If the Condition has not been satisfied by 23.59 on 30 June 2023, or such later date and time as Remgro Healthcare (on behalf of itself and the other Remgro Parties) and SAS may otherwise agree or the Scheme or the Takeover Offer otherwise lapses in accordance with the terms of the Cooperation Agreement, Remgro Healthcare and SAS shall each have the right to terminate this Agreement immediately upon written notice to the other, at which point all obligations of the Parties under this Agreement shall end and no Party shall have any claim against another under this Agreement.

**4.2** As soon as practicable after the satisfaction of the Condition:

**4.2.1** Remgro Healthcare shall irrevocably and unconditionally instruct its nominated CSDP to transfer Remgro Healthcare's beneficial interest and title in and to the Remgro Healthcare Rollover Shares to the Company, in dematerialised form, with such transfer to take effect, and be fully implemented, subject to the issuance of the SAS Subscription Shares under Clause 5.3; and

**4.2.2** the Company shall instruct its nominated CSDP to take transfer of the Remgro Healthcare Rollover Shares from Remgro Healthcare, in dematerialised form, through its nominated CSDP.

## **5 Completion**

**5.1** Completion shall take place as soon as reasonably practicable (and, in any event, within five Business Days) following satisfaction of the Condition, at such time, date and place as may be agreed between the Parties.

**5.2** At or prior to Completion, the Company shall procure that its members sign written resolutions authorising the Company's directors to issue and allot the Subscription Shares in accordance with this Agreement.

### **5.3 SAS Subscription on Completion**

**5.3.1** At Completion, SAS shall transfer (or procure the transfer of) the SAS Subscription Amount to or at the direction of the Company by electronic wire transfer in immediately available funds to the Relevant Account.

**5.3.2** The Company shall issue the SAS Subscription Shares to SAS, each credited as fully paid upon the receipt of the SAS Subscription Amount.

### **5.4 Rollover of Remgro Parties' Shares**

**5.4.1** Subject to and conditional upon the satisfaction of Clause 5.3:

- (i) Remgro Health shall deliver or cause to be delivered to the Company duly executed instruments transferring the Remgro Health Rollover Shares in favour of the Company together with the relevant original share certificate/s;
- (ii) Remgro Healthcare shall procure that its nominated CSDP transfers Remgro Healthcare's beneficial interest and title in and to the Remgro Healthcare Rollover Shares to the Company, in dematerialised form, by making the requisite entries in the relevant dematerialised share accounts; and
- (iii) Remgro Jersey shall deliver or cause to be delivered to the Company duly executed instruments transferring the Remgro Jersey Rollover Shares in favour of the Company together with the relevant original share certificate/s.



**5.4.2** The Company shall procure that its nominated CSDP:

- (i) takes transfer of Remgro Healthcare's beneficial interest and title in and to the Remgro Healthcare Rollover Shares for and on behalf of the Company, in dematerialised form, by making the requisite entries in the relevant dematerialised share accounts; and
- (ii) confirms transfer of the Remgro Healthcare Rollover Shares by issuing a holding statement (or similar confirmation) to the Company;

**5.4.3** The Company shall issue the following, each credited as fully paid:

- (i) to Remgro Health, the Remgro Health Subscription Shares upon receipt of the transfer instruments relating to the Remgro Health Rollover Shares pursuant to Clause 5.4;
- (ii) to Remgro Jersey, the Remgro Jersey Subscription Shares upon receipt of the transfer instruments relating to the Remgro Jersey Rollover Shares pursuant to Clause 5.4; and
- (iii) to Remgro Healthcare, the Remgro Healthcare Initial Subscription Shares against confirmation from the Company's nominated CSDP that its dematerialised share account has been credited with the Remgro Healthcare Rollover Shares (in dematerialised form).

## **5.5 Remgro Healthcare Final Subscription**

**5.5.1** Subject to and conditional upon the satisfaction of Clauses 5.3 and 5.4, Remgro Healthcare shall transfer (or procure the transfer of) the Remgro Healthcare Subscription Amount to or at the direction of the Company by electronic wire transfer in immediately available funds to the Relevant Account.

**5.5.2** The Company shall issue the Remgro Healthcare Final Subscription Shares to Remgro Healthcare, each credited as fully paid upon the receipt of the Remgro Healthcare Subscription Amount.

## **5.6 Share Certificates**

The Company shall enter Remgro Health, Remgro Healthcare, Remgro Jersey and SAS's name in the register of members of the Company as the registered holder of their relevant Subscription Shares, and issue and deliver to each of them a share certificate in respect of their Subscription Shares in their name.

## **6 Warranties**

**6.1** Each of the Parties to this Agreement warrants to the others that:

- 6.1.1** it has the full power and authority to enter into and to perform its obligations under this Agreement which when executed will constitute valid and binding obligations on it in accordance with its terms;
- 6.1.2** the entry and delivery of, and the performance by it of its obligations under this Agreement will not result in any breach of any provision of its memorandum and articles of association or memorandum of incorporation or result in any claim by a third party against any other Party; and

6.1.3 the entry into and delivery of, and the performance by it of its obligations under this Agreement will not result in the breach of any law or regulation binding upon it.

6.2 Each of the Remgro Parties severally warrants to the Company and to SAS that:

6.2.1 its Rollover Shares are fully paid, or properly credited as fully paid, and the relevant Remgro Party is the sole legal and beneficial owner of such Rollover Shares, free from Encumbrances; and

6.2.2 it has the legal right to dispose of its Rollover Shares in accordance with the terms of this Agreement.

## **7 Costs**

7.1 Except as otherwise provided in this Agreement, the Company shall be responsible for all costs, charges and other expenses incurred in connection with the steps detailed in Clauses 2, 3 and 5.

7.2 Without prejudice to Clause 7.1, the Company shall bear all Applicable Stamp Duties arising as a result of the sale of the Rollover Shares pursuant to this Agreement.

## **8 Grossing-up of warranty payments, VAT**

8.1 All sums payable under this Agreement shall be paid free and clear of all deductions, withholdings, set-offs or counterclaims whatsoever save only as may be required by law or this Agreement.

8.2 If any deductions or withholdings are required by law from any payment made or to be made under this Agreement pursuant to a representation, warranty, indemnity, compensation or reimbursement provision, the payer shall account to the relevant governmental authority or Tax Authority for the amount so required to be deducted or withheld and the payer shall be obliged to pay to the recipient such additional amounts as will ensure that the recipient receives, in total, an amount which (after such deduction or withholding has been made) is no more and no less than it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding, provided that if a party to this Deed shall have transferred (for the avoidance of doubt, by whatever means, including by way of a declaration of trust or anything that amounts in substance to a transfer) the benefit in whole or in part of this Deed or shall have changed its tax residence or the permanent establishment to which the rights under this Deed are allocated, then the liability of any other party under this Clause 8.2 shall be limited to that (if any) which it would have been had no such transfer, or change taken place.

8.3 The recipient of a payment under this Agreement in respect of which a payment has been made or would otherwise be required to be made pursuant to Clause 8.2 shall take such measures as are reasonable to claim from the appropriate Tax Authority any exemption, rate reduction, refund, credit or similar benefit (including pursuant to any relevant double tax treaty) to which it is entitled in respect of any deduction or withholding and, for such purposes, shall, within any applicable time limits, submit any claims, notices, returns or applications and send a copy of them to the payer.

8.4 If the recipient of a payment of an additional amount under Clause 8.2 obtains a refund of or obtains and utilises a credit for any Taxation payable by it or similar benefit by reason of any deduction or withholding for or on account of Taxation giving rise to the payment of that

additional amount under Clause 8.2, then it shall pay to the payer the lower of: (i) the value of the such refund, credit or benefit; and (ii) such additional amount paid to it pursuant to Clause 8.2.

**8.5** Where any payment is made or to be made under this Agreement pursuant to a representation, warranty, indemnity, compensation or reimbursement provision then the sum payable pursuant to that obligation shall be adjusted to such sum as will ensure that:

**8.5.1** after payment of any Taxation charged on such sum in the hands of the recipient (including any Taxation which would have been charged in the absence of any Reliefs); and

**8.5.2** after giving credit for any Relief that is or will be available to the recipient in respect of the matter giving rise to the payment,

the recipient shall be left with a sum equal to the sum that it would have received in the absence of such a charge to Taxation or Relief, provided that if a party to this Agreement shall have transferred (for the avoidance of doubt, by whatever means, including by way of a declaration of trust or anything that amounts in substance to a transfer) the benefit in whole or in part of this Agreement or shall have changed its tax residence or the permanent establishment to which the rights under this Deed are allocated, then the liability of any other party under this Clause 8.5 shall be limited to that (if any) which it would have been had no such transfer, or change taken place.

**8.6** Clause 8.5 shall not apply to the extent that the amount of the representation, warranty, indemnity, compensation or reimbursement payment has already been increased to take account of the Taxation that will or would be charged on receipt.

**8.7** Where under the terms of this Agreement one party is liable to indemnify or reimburse another party in respect of any costs, charges or expenses, the indemnification or reimbursement (as the case may be) shall include an amount equal to any VAT thereon not otherwise recoverable by the other party or the representative member of any VAT group of which it forms part, subject to that person or representative member using reasonable endeavours to recover such amount of VAT as may be practicable.

**8.8** If any payment under this Agreement constitutes the consideration for a taxable supply for VAT purposes, then (i) the recipient shall provide to the payer a valid VAT invoice, and (ii) except where the reverse charge procedure applies, and subject to the provision of a valid VAT invoice in accordance with (i), in addition to and at the same time as that payment the payer shall pay to the recipient any VAT due.

## **9 Further Assurances**

**9.1** Each Party shall cooperate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested by another Party from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

**9.2** Each Party agrees and acknowledges that this Agreement is made on the basis that the number of Offer Shares to be acquired by the Company under the Scheme shall be 737,243,810. If this is no longer the case, the Parties agree to cooperate and negotiate in good faith any necessary changes to this Agreement such that the Company will have sufficient funds to enable it to acquire all of the Offer Shares in issue at completion of the

Offer and SAS (on the one hand) and the Remgro Parties (in aggregate, on the other hand) each hold 50 per cent. of the share capital of the Company.

## 10 Other Provisions

### 10.1 Notices

10.1.1 Any notice or other communication in connection with this Agreement (each, a “**Notice**”) shall be in writing in English and shall be sufficiently given or served if delivered or sent:

(i) in the case of Remgro Health, to:

Remgro Health  
c/o V&R Management Services AG,  
Hinterbergstrasse 22,  
CH-6312 Steinhausen,  
Switzerland  
Email: [REDACTED]  
Attention: [REDACTED]

with a copy by email to [REDACTED] and [REDACTED] (delivery of such copy shall not in itself constitute notice).

(i) in the case of Remgro Healthcare, to:

Remgro Healthcare  
Millennia Park,  
16 Stellantia Avenue,  
Stellenbosch, 7600  
Email: [REDACTED]  
Attention: [REDACTED]

with a copy by email to [REDACTED] and [REDACTED] (delivery of such copy shall not in itself constitute notice).

(ii) in the case of Remgro Jersey, to:

Remgro Jersey  
c/o V&R Management Services AG,  
Hinterbergstrasse 22,  
CH-6312 Steinhausen,  
Switzerland  
Email: [REDACTED]  
Attention: [REDACTED]

with a copy by email to [REDACTED] (delivery of such copy shall not in itself constitute notice).

(iii) in the case of SAS, to:

Address: 12-14 Chemin Rieu, 1208 Geneva, Switzerland

Email: [REDACTED]

Attention: [REDACTED]

with a copy by email to [REDACTED] and [REDACTED] (delivery of such copy shall not in itself constitute notice)

(iv) in the case of the Company, to:

Address: c/o Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ

Email: [REDACTED]

Attention: [REDACTED]

with a copy by email to [REDACTED] and [REDACTED] (delivery of such copy shall not in itself constitute notice).

**10.1.2** Any Notice may be delivered by hand or sent by courier, email or prepaid first class post. Without prejudice to the foregoing any Notice shall conclusively be deemed to have been received at the time of delivery if delivered by hand or prepaid first class post or courier and at the time of sending by email, provided that receipt shall not occur if the sender receives an automated message indicating that the message has not been delivered to the recipient.

## **10.2 Successors and Assigns**

This Agreement shall be binding on the Parties to it and their respective successors and assigns.

## **10.3 Contracts (Rights of Third Parties) Act 1999**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## **10.4 Whole Agreement**

**10.4.1** This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Parties in relation to the matters dealt with in this Agreement.

**10.4.2** Each of Remgro Health, Remgro Healthcare, Remgro Jersey and SAS acknowledges that it has not been induced to enter this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

**10.4.3** So far as is permitted by law and except in the case of fraud, each of the Parties agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute).

#### **10.5 Variation, Waiver, etc**

Save as otherwise expressly provided, no modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the Parties to it.

#### **10.6 Severability**

If any term or provision of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the legality, validity or enforceability of the remainder of this Agreement shall not be affected.

#### **10.7 Counterparts**

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by executing any such counterpart.

#### **10.8 Arbitration**

Any dispute arising out of or connected with this Agreement, including a dispute as to the existence, validity or termination of this Agreement or this Clause 10.8 or any non-contractual obligation arising out of or in connection with this Agreement, shall be resolved by arbitration in London, United Kingdom conducted in English by a single arbitrator pursuant to the rules of the London Court of International Arbitration.

#### **10.9 Governing Law and Jurisdiction**

**10.9.1** This Agreement (which is not expressed to be governed by another law) and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by the law of England and Wales.

**10.9.2** Each Party irrevocably submits to the exclusive jurisdiction of the courts of England to support and assist the arbitration process pursuant to Clause 10.8 including, if necessary, the grant of interlocutory relief pending the outcome of that process.

#### **10.10 Appointment of Process Agent**

**10.10.1** Each of Remgro Health, Remgro Healthcare and Remgro Jersey hereby irrevocably appoints Hackwood Secretaries Limited of One Silk Street, London EC2Y 8HQ as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Agreement, service upon whom shall be deemed completed whether or not forwarded to or received by Remgro.

**10.10.2** SAS hereby irrevocably appoints Mediterranean Shipping Company (UK) Limited of Medite House, 10 The Havens, Ipswich IP3 9SJ, United Kingdom as its agent to accept service of process in England in any legal action or proceedings arising out of or in connection with this Agreement, service upon whom shall be deemed completed whether or not forwarded to or received by SAS.

- 10.10.3** Each Party shall inform the other Party in writing of any change of address of their process agent within 14 days of such change.
- 10.10.4** If their process agent ceases to be able to act as such or to have an address in England, each Party agrees to appoint a new process agent in England reasonably acceptable to the other Party and to deliver to the other Party within 14 days a copy of a written acceptance of appointment by such process agent.

SIGNED as a DEED by Remgro  
Healthcare Holdings Proprietary  
Limited acting by  
[REDACTED], a Director  
in the presence of:

}

[REDACTED]

Witness's signature

Name  
Address

[REDACTED]

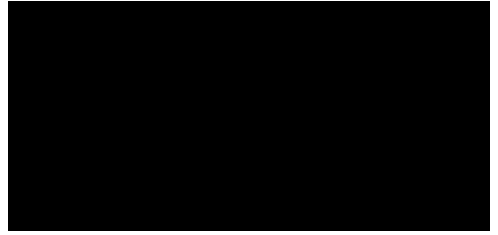
Occupation

[REDACTED]



SIGNED by \_\_\_\_\_  
on behalf of **REMGRO HEALTH**  
**LTD:**

}



SIGNED by                       
on behalf of **REMGRO JERSEY**  
**GBP LTD:**


}



SIGNED by   
on behalf of **SAS SHIPPING**  
**AGENCIES SERVICES**  
**S.À R.L.:**

}



SIGNED by   
on behalf of **MANTA BIDCO**  
**LIMITED:**

