

ACQUISITION OPPORTUNITY

Acquisition of a meat processing business

VUNANI
CORPORATE FINANCE



INTRODUCTION

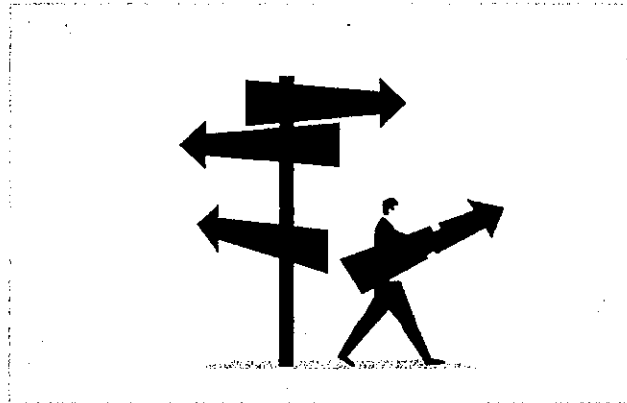
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- The entity is a meat processing business located in Eswatini. It has a more than 30 year track record and generates over E200 million in revenue.
- The entity sells processed and raw meat products to the local market and has a market presence in Mozambique and Norway.
- Its export beef plant was established in 1965. It includes an abattoir and deboning hall. This plant is approved to supply beef to the EU, EFTA and Taiwan.
- The entity supplies all the local major supermarket groups and many independent retailers via several wholesalers. Their biggest local customers include boxer supermarkets and Lojaf Pick n pay stores.
- It also runs a piggery, a pig abattoir and two butcheries in Manzini.
- It follows a traceability and HACCP programme as required by its European customers, and the Quality Program is accredited by the British Retail Consortium (BRC).



PROCESS AND NEXT STEPS

- Interested parties are expected to Execute an NDA;
- Thereafter will be furnished with a confidential Information Memorandum ("IM") & Model;
- If interested will submit indicative Non-Binding Offer by no later than **17:00 on 08th April 2022**;
- After Evaluation of Offers received if chosen for next round will participate in execution of a detailed due diligence to facilitate the submission of binding offers which will include management Q&A and Site visit



JOHANNESBURG

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Executive : David Steinbuch
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Senior Associate: Peter Ssonko
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0763785724

CONTACT US

NON-DISCLOSURE AND NON -CIRCUMVENTION AGREEMENT

entered into between:

VUNANI CAPITAL PROPRIETARY LIMITED

Registration Number: 1998/001469/07

(Recipient or Disclosing Party)

And

xxxxxxxPROPRIETARY LIMITED

Registration Number: XXXXXXXXX

(Recipient or Disclosing Party)

Whereas:

Vunani Capital and xxxxwish to disclose information to each other, which information is of a strategic and price-sensitive nature and such information shall include confidential information. Where Vunani discloses information to xxxxx, Vunani Capital shall be referred to herein as the Disclosing Party, and xxxxxl shall be the Receiving Party, and vice versa.

Now Therefore:

1. The terms:

- 1.1. "Confidential Information" means any information or data disclosed by the Disclosing Party to the Recipient under or in contemplation of this Agreement;
- 1.2. "Disclosing Party" and "Recipient" includes each party's corporate affiliates that disclose or receive Confidential Information. The rights and obligations of the parties hereto shall therefore also attach to such affiliates and may be directly enforced by or against such affiliates;
- 1.3. "Circumvention Conduct" means conduct of the Receiving Party which includes the direct and indirect:
 - 1.3.1. engaging in dealings with any third party disclosed in the Confidential Information or introduced to it by the Disclosing Party, which shall include –
 - 1.3.1.1. discussing the Confidential Information;
 - 1.3.1.2. contacting such third parties in respect of the Confidential Information; and/or
 - 1.3.1.3. conducting business with any third party, directly or indirectly, in respect of the Confidential Information;unless the Receiving Party can show that it has already been dealing with such third party with regard to such Confidential Information; and/or
 - 1.3.2. making contact with or persuading, inducing, soliciting or encouraging any client or service provider of the Disclosing Party to alter or terminate its business agreement or relationship with the Disclosing Party; and/or
 - 1.3.3. circumventing, avoiding, bypassing, or obviating the Disclosing Party, directly or indirectly, to avoid payment of fees, commissions, or any form of compensation in any transaction with any third party (or its Affiliates) disclosed in the Confidential Information;

without the prior written consent of the Disclosing Party;

- 1.4. "Employees" includes all persons employed by the Recipient under an employment contract and includes third parties that may be retained by the Recipient for legal, accounting or other advisory support;
- 1.5. "need to know" means that the minimum Confidential Information required to perform their responsibilities in connection with undertaking a due diligence.
2. The Recipient acknowledges the strategic and economic value of the Disclosing Party's Confidential Information and the Recipient shall, for a period of two years from the signature hereof:
 - 2.1. Use the Confidential Information only for the purpose(s) allowed by the Disclosing Party;
 - 2.2. Restrict disclosure of the Confidential Information to Employees and the Recipient's affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
 - 2.3. Advise Employees who access the Confidential Information of their obligations with respect thereto; and
 - 2.4. Copy the Confidential Information only as necessary for those Employees who are entitled to receive it and ensure that all confidentiality notices are reproduced in full on such copies.
3. The obligations of clause 2 shall not apply to any Confidential Information which the Recipient can demonstrate:
 - 3.1. Is or becomes available to the public through no breach of this Agreement;
 - 3.2. Was previously known by the Recipient without any obligation to hold it in confidence;
 - 3.3. Is received from a third party free to disclose such information without restriction;
 - 3.4. Is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party;
 - 3.5. Is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization;
 - 3.6. Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
 - 3.7. Is disclosed in response to a valid order of a court or other governmental body but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order.
4. The Confidential Information shall be deemed the property of the Disclosing Party. The Recipient shall, within seven (7) days of a written request by the Disclosing Party, return all Confidential Information (or any designated portion thereof), including all copies thereof, to the Disclosing Party or, if so directed by the Disclosing Party, destroy such Confidential Information. The Recipient shall also, within seven (7) days of a written request by the Disclosing Party, certify in writing that it has satisfied its obligations under this clause 4.
5. The Recipient shall be responsible for making their own decision on the information and data contained in the Confidential Information and acknowledge that neither they nor any of their representatives or advisors makes any representation or warranty about the accuracy or

completeness of and will have no liability for the use by the Recipient, their Advisors or employees of, such material.

6. The Recipient and the Disclosing Party shall undertake not to engage in Circumvention Conduct with respect to the Confidential Information that is to be provided by the Disclosing Party to the Recipient. This shall include any subsequent investment opportunity that may result from the disclosure of the Confidential Information.
7. The parties agree that an impending or existing breach of any provision of this Agreement would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party shall be entitled to approach a court on an urgent basis to obtain relief prohibiting such breach, in addition to any other rights and remedies available to it.
8. Neither this Agreement nor any discussions or disclosures hereunder, save for 8 below, shall be deemed a commitment to any business relationship, contract or future dealing with the other party.
9. This Agreement shall be effective as of the signature date.
10. It is specifically recorded that the provisions of this Agreement shall be applicable reciprocally to the Disclosing Parties.
11. This Agreement may not be ceded assigned or otherwise transferred by either party without the prior written consent of the other. No permitted assignment, cession or transfer shall relieve the Recipient of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment cession or transfer. Any assignment in breach of this Paragraph shall be void.
12. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this agreement and the remaining provisions of this Agreement shall continue in full force and effect.
13. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates.
14. This Agreement, represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto.
15. The provisions of this Agreement may not be modified, amended, or waived, except in writing duly signed by both parties.
16. The parties hereto choose *domicilium citandi et executandi* for all purposes of and in connection with this Agreement as follows:

**Vunani Capital Proprietary
Limited**

151 Katherine Street
Vunani Office Park
Vunani House
Sandown, Sandton
2196

Facsimile No.

+27 11 784 3095

xxxxxxl Proprietary Limited
XXXXXXXXXXXX

Domicilium: XXXXX

Facsimile No.

xxxx

- 16.1 Any party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be a street address and any such change shall only be effective upon receipt of notice in writing by the other parties of such change.
- 16.2 All notices, demands, communications or payments intended for any party shall be made or given in writing at such party's domicilium for the time being. A notice sent by one party to another party shall be deemed to be received:
- 16.1.1.1 on the date of delivery, if delivered by hand;
 - 16.1.1.2 on the fourth day after posting, if sent by prepared registered mail;
 - 16.1.1.3 on the day after faxing, if sent by facsimile transmission.
- 16.3. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.
- 17 This Agreement shall be governed by and interpreted under the laws of the Republic of South Africa and the Parties hereby consent and submit to the jurisdiction of the South Gauteng High Court Johannesburg for the purposes of any dispute arising from or out of this Agreement.

VUNANI CAPITAL PROPRIETARY LIMITED

Date: _____
Director warrants that he/she is duly authorised thereto

Disclosing part full name: xxxxxx PROPRIETARY LIMITED

Date: _____
Director warrants that he/she is duly authorised thereto