



INTERNATIONAL STRATEGIC
& ADVISORY SOLUTIONS

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INTRODUCTION, EXCLUSIVITY AND FEE AGREEMENT

1. PARTIES

This Agreement is entered into between:

1.1 KDD Capital (Pty) Ltd ("KDD")

1.2 Namaquanum Investment Two CC or Nominee ("**Craig – representing collectively Craig John Hearn (86072400043) and Michael Abbot (74091251560082)**")

(KDD and Craig collectively referred to as the "**Principals**")

2. INTRODUCTION

2.1 Swartz Global and AM Consulting CC have introduced the deal to the parties KDD to Craig for the purposes of exploring and potentially implementing a structured property portfolio acquisition implemented through a newly incorporated Namibian holding company ("**Holdco**") which will sit at the apex of the investment structure and own both a property holding company ("**PropCo**") and an operating company ("**OpCo**").

2.2 The shareholding in HoldCo is proposed to be split as follows: 50% held by KDD Capital (Pty) Ltd or its nominee, 50% held by Namaquanum Investments Two CC or its nominee.

2.3 The final structure, assets and commercial terms remain subject to due diligence and ongoing negotiations between the parties.

2.4 The Principals acknowledge that this introduction is the effective cause of all discussions, negotiations and any subsequent transaction between them relating to the Transaction.

3. PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

3.1 Record the introduction by Swartz Global;

3.2 Grant exclusivity to KDD to conduct a due diligence and negotiate the Transaction with Craig;

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4. EXCLUSIVITY

4.1 Craig grants KDD exclusivity to negotiate the Transaction for a period of 90 days from signature ("Exclusivity Period").

4.2 During the Exclusivity Period, Craig and KDD shall not:

4.2.1 Engage with, solicit, or negotiate with any third party in relation to the Transaction; and

4.2.2 Conclude any agreement with any third party relating to the Transaction;

4.3 During the Exclusivity Period, Swartz Global undertakes that it shall:

4.3.1 Not introduce, solicit, or engage any other party in relation to the Transaction;

4.3.2 Not market, pitch, or present the Transaction to any third party;

4.3.3 The exclusivity granted herein is subject to both parties acting in good faith and using reasonable commercial endeavours to progress the Transaction; and

4.4 The Exclusivity Period may be extended by written agreement.

5. NON-CIRCUMVENTION

5.1 The parties agree that they shall not, directly or indirectly:

5.1.1 Circumvent, bypass, or avoid one another in relation to the Transaction; and

5.1.2 Structure the Transaction through any affiliate, nominee, or third party for the purpose of avoiding obligations under this Agreement.

5.2 This clause shall survive termination or expiry of this Agreement.

6. BROKERAGE FEE

6.1 Swartz Global shall be entitled a brokerage fee if:

6.1.1 The Transaction is concluded; or

6.1.2 Any transaction substantially derived from the Transaction is concluded within 12 months of this Agreement.

6.2 The Brokerage Fee shall be 3.5% (ex VAT) of the total executed Transaction amount, payable equally by each party at 1.75% per party.

6.3 The Brokerage Fee shall:

6.3.1 Be earned upon conclusion of binding agreements;

Founder:
David Swartz

Offices in Namibia,
Hong Kong & South Africa
Consultants in 20+ countries

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6.3.2 Be payable upon financial close / first equity capital deployment, each party's respective portion being due simultaneously;

6.3.3 Not be subject to set-off, deduction, or withholding by either party; and

6.3.4 Be the joint and several obligation of both parties, with each party remaining liable for their respective 1.75% portion irrespective of the other party's payment.

7. CONFIDENTIALITY

7.1 The parties shall keep all information relating to the Transaction confidential and shall not disclose such information to any third party without prior written consent, save where required by law or for professional advisory purposes.

8. GOVERNING LAW

8.1 This Agreement shall be governed by the laws of the Republic of Namibia.

9. GENERAL

9.1 This Agreement constitutes the entire agreement between the parties.

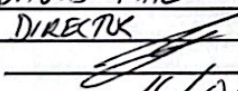
9.2 No amendment shall be valid unless in writing and signed by all parties.

9.3 This Agreement may be signed in counterparts.


9.4

SIGNATURES

For and on behalf of KDD Capital (Pty) Ltd:

Name: DAVID FINE
Title: DIRECTOR
Signature: 
Date: 16/04/2026

For and on behalf of Namaquanum Investments Two CC:

Name: Craig Hearn
Title: Director / Member
Signature: 
Date: 16 March 2026

Founder:
David Swartz

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