



INDEMNITY AGREEMENT (the "Agreement")

BETWEEN

(1) Lead With Love Mauritius Ltd

Registration Number: 199029 - C/O Open Skies Management Services Ltd,

[CLIENT] Ground Floor Ebene House, 33 Cybercity, 72201,

(2) **INTERNATIONAL ASSURANCE LIMITED PCC**

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THIS INDEMNITY AGREEMENT (the "Agreement") is made and entered into on this 19th [Day] of September [Month] 2023 [Year] (the "Effective Date") by and between:

(1) **Copacetic Limited for Mr. Joel Stuart Bryce**

[Client] a _____
[Type of Company] incorporated under the laws of Mauritius [Country] with
166403 for Copacetic Ltd [Business Registration Number] and whose registered address is
Temple Court, 2 Labourdonnais Street, Port Louis, Mauritius for Copacetic Limited and
8 Dikkop Street, Southdowns Estate, Irene, Centurion, South Africa for Mr Joel Stuart Bryce

(the "Indemnitor");

AND

- (2) INTERNATIONAL ASSURANCE LIMITED PCC, a protected cell company limited by shares incorporated under the laws of Mauritius with business registration number C10089050 and whose registered address is 4th Floor, Ebene Skies, Rue De L'institut, Ebene 80817, Mauritius (the "Indemnitee");
each a "Party" and together the "Parties".

WHEREAS

- (A) The Indemnitor and the Indemnitee have entered into a business relationship whereby the Indemnitee shall acquire all the shares in the Indemnitor and hold the shares on the Indemnitor's behalf.
- (B) The Indemnitee shall, in conducting business, only act upon instructions received from the Indemnitor and/or its financial advisor, as the case may be.
- (C) The Indemnitee may be exposed to certain risks, losses, or liabilities as a result of the business relationship with the Indemnitor, and the instructions received.
- (D) The Indemnitee requires certain assurances from the Indemnitor that it will indemnify and hold the Indemnitee harmless from any and all such risks, losses, or liabilities resulting from the business relationship and any instruction received.
- (E) The Indemnitor seeks to minimise any hardship the Indemnitee might suffer as the result of any such risks, losses, or liabilities.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The words and expressions below shall have the following definitions throughout this Agreement:

Claims	Means any and all demands, claims, actions, suits, proceedings, costs, expenses, damages, and liabilities (including reasonable legal fees and expenses) arising out of or in connection with the business relationship between the Parties
Losses	Means any and all damages, liabilities, losses, costs, expenses, and claims (including reasonable legal fees and expenses) arising out of or in connection with the Claims
Third Party	Means any person, entity, or organization other than the Indemnitor and the Indemnitee

1.2. Interpretation

- 1.2.1. Headings in this Agreement are inserted for convenience only and shall not form part of, or affect the interpretation of this Agreement.
- 1.2.2. Unless the context otherwise requires, the masculine gender shall include the feminine and neuter and all singular words shall include the plural and vice versa.
- 1.2.3. Any reference to a "person" shall be construed to include reference to any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
- 1.2.4. References to a Party or any other person shall include a reference to any successor company and permitted assigns

2. INDEMNIFICATION

- 2.1. The Indemnitor shall not be obligated to indemnify the Indemnitee against any Claims or Losses incurred as the result of the following:
- 2.2. The Indemnitor shall have the right to control the defence of any Claims, including the right to select counsel, provided that the Indemnitee shall have the right to participate in the defence of any such Claims.
- 2.3. The Indemnitor shall not settle any Claim without the prior written consent of the Indemnitee.
- 2.4. The Indemnitee shall promptly notify the Indemnitor in accordance with clause 4 of this Agreement of any Claims made against it.
- 2.5. The Indemnitor's obligation to indemnify the Indemnitee under this Agreement shall not be limited by any limitation of the amount or type of damages or compensation.
- 2.6. The Indemnitor's obligation to indemnify the Indemnitee under this Agreement shall survive the termination of the business relationship between the Parties.

3. EXCEPTIONS TO INDEMNIFICATION

- 3.1. The Indemnitor shall not be obligated to indemnify the Indemnitee against any Claims or Losses incurred as the result of the following:
- 3.1.1. The Indemnitee's gross negligence, recklessness or wilful misconduct.
 - 3.1.2. A Claim initiated in whole in or in part by the Indemnitee whether alone or along with one or more other claimants unless the Claim has the written consent of Indemnifier.

4. NOTICE OF CLAIMS

- 4.1. In the event of any Claim, the Indemnitee must promptly provide the Indemnitor with written notice of the Claim and will notify the Indemnitor of any legal proceedings relating to the Claim within fourteen (14) days of the Indemnitee's receipt of notice of such proceedings.

5. SETTLEMENT OF CLAIMS

- 5.1. The Indemnitor shall pay to the Indemnitee, within fourteen (14) days of demand, any amount which the Indemnitee is called upon to pay and in respect of which indemnity may be sought against the Indemnitor, subject only to the following requirements:
- (A) that such amount has been validly demanded in writing;
 - (B) the Indemnitee has been called upon in writing to make payment in respect of that amount under this Agreement; and
 - (C) copies of the notices of demand have been delivered to the Indemnitor.

6. COOPERATION

- 6.1. The Indemnitee agrees to wholly cooperate with the Indemnitor in the defence of any Claim against it that the Indemnitee seeks to be indemnified for, including but not limited to, providing the Indemnitor with all available information related to the Claim, and responding to reasonable requests from the Indemnitor for information and documentation.
- 6.2. The Indemnitor agrees to act in good faith and use best efforts to ensure the Indemnitee is indemnified and reimbursed for any and all Losses reasonably incurred in connection with the defence of any Claim resulting from the business relationship.

7. TERMINATION

- 7.1. This Agreement shall terminate upon the sale or transfer of all shares held by the Indemnitee back to the Indemnitor,

8. ACTION UPON TERMINATION

- 8.1. Upon termination of this Agreement, each Party's rights and obligations under this Agreement shall cease, except for those rights and obligations that by their nature are intended to survive termination, including the indemnification obligations of the Indemnitor for any Claims arising prior to termination.

9. CONFIDENTIALITY

- 9.1. During the course of this Agreement, it may be necessary for the Indemnitee to share proprietary information, including trade secrets, industry knowledge, and other confidential information, with the Indemnitor in order for the Indemnitor to indemnify the Indemnitee. The Indemnitor will not share any of this proprietary information at any time. The Indemnitor also will not use any of this proprietary information for the Indemnitor's personal benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or early termination by either party.

10. REPRESENTATIONS AND WARRANTIES

- 10.1. The Indemnitor represents and warrants that:
- 10.1.1. It has the power and authority to enter into this Agreement and to perform its obligations hereunder. The performance and obligations of the Indemnitor will not violate or infringe upon the rights of any Third Party or violate, or constitute a breach of, or default under any other agreement between the Parties, individually, and any other person, organization, or business or any other constitutional or other documents or any order, rule, law or regulation of any court or any governmental body.
 - 10.1.2. This Agreement has been duly and validly authorised, executed and delivered by it and is a valid and binding agreement and is enforceable in accordance with its terms;
 - 10.1.3. The Indemnitor is a limited liability company, duly incorporated and validly existing under the laws of Mauritius [Country].
 - 10.1.4. It has not knowingly withheld any information that would materially affect the Indemnitee's decision to enter into the business relationship.
 - 10.1.5. It is not aware of any Claims or threatened Claims that may give rise to indemnification obligations under this Agreement.
 - 10.1.6. All instructions given to the Indemnitee will not be ultra vires or illegal, will not have harmful legal, tax and/or other consequences under law, and all necessary laws, regulations and procedures have been complied with.
- 10.2. The Indemnitee represents and warrants that:
- 10.2.1. It has the power and authority to enter into this Agreement and to perform its obligations hereunder. The performance and obligations of the Indemnitor will not violate or infringe upon the rights of any Third Party or violate, or constitute a breach of, or default under any other agreement between the Parties, individually, and any other person, organization, or business or any other constitutional or other documents or any order, rule, law or regulation of any court or any

governmental body.

- 10.2.2. This Agreement has been duly and validly authorised, executed and delivered by it and is a valid and binding agreement and is enforceable in accordance with its terms;
- 10.2.3. The Indemnatee is a limited liability company, duly incorporated and validly existing under the laws of Mauritius.
- 10.2.4 It has not knowingly withheld any information that would materially affect the Indemnatee's decision to enter into the business relationship.

11. PAYMENT

- 11.1. All payments by the Indemnitor under this Agreement must be made to the Indemnatee to its account at such office or bank as it may notify to the Indemnitor for this purpose by not less than 5 (five) business days' prior written notice.
- 11.2 Each amount payable under this Agreement is payable in the currency of the plan selected in the policy by the Indemnitor.
- 11.3. All payments made by the Indemnitor under this Agreement must be calculated and made without, and free and clear of, any deduction, set-off or counterclaim.

12. NOTICES

- 12.1. All notices required to be delivered under this Agreement shall be delivered personally or by courier or by registered post, postage prepaid, return receipt requested, to the address of the Party written at clause 12.5 below or to any other address designated by the Party to receive the same.
- 12.2. Any notice given by courier or registered post shall be deemed to have been served at the expiration of five (5) days after it dispatched and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and sent by courier or registered post and that a receipt was given upon delivery to the said address.
- 12.3. Notices sent by fax will only be deemed to have been received if the Party to whom the notice is sent acknowledges receipt of the notice.
- 12.4. The Parties may decide to deliver any notices related to this Agreement or any notices required by applicable law by email, where the other Party consents in writing to receive such notices by such electronic delivery.
- 12.5. The Parties choose the following addresses to which notices may be given and at which documents in legal proceedings may be served in connection with this Agreement:

The Indemnitor:

Address:

Temple Court, 2 Labourdonnais Street, Port Louis, Mauritius for Copacetic

Attention: Lee Ann Botha

Email address: lee@askew.mu

The Indemnatee:

Address: SUITE C208, LA CROISSETTE, CHEMIN VINGT PIEDS, GRAND BAIE, MAURITIUS

Attention: BERNARD FUTTER

Email address: bernard.futter@ialpcc.com

- 12.6. A Party may change its address chosen for the purposes of this Clause 12 to another address by giving 5 (five) Business Days' notice to the other Parties.

13. SEVERABILITY

- 13.1. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions shall continue in full force and effect as valid and enforceable.

14. THIRD PARTY RIGHTS

- 14.1. Except as expressly otherwise provided in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of any person (stipulatio alteri) who is not a party to this Agreement. Notwithstanding any term of this Agreement, no consent of any person who is not a party to this Agreement is required for any amendment (including any release or compromise of any liability) or termination of this Agreement.

15. ARBITRATION

- 15.1. Should any dispute, controversy, difference or claim arise between the Parties (hereinafter referred to as the "Dispute") in relation to this Agreement, the Parties shall try to resolve the Dispute by negotiation. This entails that the one Party invites the other in writing to meet and to attempt to resolve the Dispute within seven (7) days from date of the written invitation.
- 15.2. In the event that the Parties fail to reach a negotiation, any Dispute arising out of or relating to the present Agreement shall be referred to and finally resolved by arbitration administered by the Mediation and Arbitration Center of Mauritius (MARC) under the MARC Arbitration Rules in force when the request for arbitration is submitted.

16. WAIVER

- 16.1. The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

17. NO REPRESENTATION

- 17.1. The Indemnitor may not rely on any representation which allegedly induced it to enter into this Agreement unless the representation is recorded in this Agreement.

18. MISCELLANEOUS

- 18.1. No Party shall assign this Agreement, in whole or in part, without the prior written consent of the other Party, and any such assignment contrary to the terms hereof shall be null and void and of no force or effect.
- 18.2. This Agreement, together with any other documents referred to, represents the entire agreement between the Parties.
- 18.3. No amendment or variation of this Agreement will be valid unless confirmed as agreed in writing by an authorised signatory of each Party.
- 18.4. This Agreement is executed in two (2) originals, each of which shall be deemed an original and together shall constitute one and the same Agreement, with one (1) original being delivered to each Party hereto.
- 18.5. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and which together shall constitute one and the same agreement.
- 18.6. None of the Parties shall knowingly or intentionally do or commit any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other Party or any principals, officers or directors of that Party.
- 18.7. No failure on the part of any Party to exercise, and no delay in exercising, any right or remedy under this Agreement will operate as a waiver of it nor will any single or partial exercise of any right or remedy preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 18.8. The Parties choose as their address for service for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses described in this Agreement.
- 18.9. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, which shall include giving notice by e-mail where consent has been given by the receiving Party.

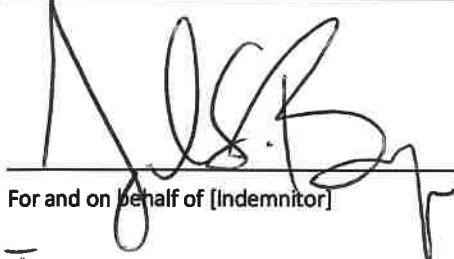
19. GOVERNING LAW AND JURISDICTION

- 19.1. This Agreement is governed by and construed in accordance with the Laws of Mauritius and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of Mauritius in connection with it.

SIGNED AT Centurion, South Africa ON THIS 21 DAY OF SEPTEMBER [MONTH] 2023 [YEAR]

For and on behalf of LEAD WITH LOVE MAURITIUS LTD.

_____[Indemnitor]



For and on behalf of [Indemnitor]

JOEL BRYCE

NAME

DESIGNATION

SIGNED AT Grand Baie, Mauritius ON THIS 22 DAY OF September [MONTH] 2023 [YEAR]



For and on behalf of International Assurance Limited PCC

Richard Robinson

NAME

Director

DESIGNATION