









*the Transferee against costs, claims, demands and liabilities in respect of any of those liabilities or any failure by the Transferor to discharge them."*

2.17 by amending the existing clause 5 as follows:

**5. ~~Consideration and VAT~~**

*5.1 No consideration shall be payable in respect of the transfer of the Business.*

*5.2 ~~The Parties agree that for the purposes of section 11(1)(e) of the Value-added Tax Act, 1991:~~*

*~~5.2.1 the Business is a part of an enterprise which is capable of separate operation and will be an income earning activity on the date of transfer;~~*

*~~5.2.2 the Business is being transferred as a going concern; and~~*

*~~5.2.3 the consideration for the supply includes value added tax at the zero rate."~~*

**3. REMAINING PROVISIONS**

Save as specifically varied or amended by the provisions of this Addendum, the remaining terms and conditions of the Transfer Agreement shall continue to be of full force and effect in their present form.

**4. GENERAL**

4.1 This Addendum contains the entire agreement between the Parties in relation to the specific subject matter hereof.

4.2 No alteration or variation to, or consensual cancellation of, this Addendum shall be of any force or effect unless it is recorded in writing and signed by the Parties.

**5. EXECUTION IN COUNTERPARTS**

This Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature of the Party that signs its counterpart last in time.

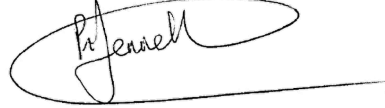


Signed at  
Witness

Illovo

on

9 July 2021  
For **CENTRIQ INSURANCE COMPANY  
LIMITED**



.....  
Duly authorised and warranting such authority

Signed at  
Witness

Illovo

on

09 July 2021  
For **CENTRIQ LIFE INSURANCE  
COMPANY LIMITED**



.....  
Duly authorised and warranting such authority