

MPOWER HOLDINGS (PTY) LTD

Website Disclaimer and Terms of Use

Effective Date: 7 May 2026

1. Acceptance of Terms

Welcome to the website of MPOWER HOLDINGS (PTY) LTD (Registration Number 2011/104748/07) ("MPower Holdings", "we", "us", or "our"), available at www.mpowerholdings.co.za (the "Website"). By accessing or using the Website, you ("you", "your", or "user") agree to be bound by these Terms of Use and our Privacy Policy and Cookie Policy, all of which are incorporated by reference.

If you do not agree with any of these Terms of Use, you must not access or use the Website. Your continued use of the Website constitutes your acceptance of these Terms of Use, as may be amended from time to time.

2. Nature of the Website

MPower Holdings is a South African holding company with a diversified portfolio of subsidiaries operating across agriculture, biological inputs, meat production, and related sectors. This Website is a corporate information website. It provides general information about MPower Holdings, our heritage, our values, and the group companies within our portfolio.

This Website is not intended to be, and does not constitute, a solicitation, offer, or invitation to invest in MPower Holdings, any of its group companies, or any securities. It does not provide, and should not be construed as providing, financial, investment, legal, tax, or other professional advice.

For product and operational information relating to any of our group companies, please visit the website of the relevant group company. Each group company operates its own website subject to its own terms of use, disclaimer, and privacy notice.

3. General Disclaimer

The information, materials, and content contained on or accessible through this Website are provided "as is" and "as available", without any representations, warranties, or conditions of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, currency, non-infringement, or freedom from computer viruses or other harmful components.

Whilst we make every reasonable effort to ensure that the information on this Website is accurate, complete, and up to date, we make no guarantees in this regard. Information about our group companies, their operations, and their products may change from time to time and may not always reflect the most current position. Users should verify any information of importance by contacting MPower Holdings or the relevant group company directly.

4. Forward-Looking Statements

This Website may contain forward-looking statements about MPower Holdings, our group companies, our strategy, and industry conditions. Forward-looking statements are based on current expectations and assumptions, are inherently uncertain, and may be affected by factors beyond our control. Actual results may differ materially from those expressed or implied. We do not undertake any obligation to update or revise any forward-looking statement, whether as a result of new information, future events, or otherwise.

5. No Professional Advice

The content on this Website is provided for general information purposes only. It is not intended to be a substitute for professional advice from a qualified financial advisor, attorney, agronomist, or other suitably qualified professional advisor. You should not act or refrain from acting on the basis of any information on this Website without first seeking appropriate professional advice based on your specific circumstances.

6. Group Companies

References on this Website to “MPower Holdings”, “MPower”, “the group”, “we”, “us”, or “our” refer to MPower Holdings (Pty) Ltd and its subsidiaries and affiliated entities collectively, unless the context requires otherwise. Each group company is a separate legal entity with its own responsibilities and obligations. Nothing on this Website is intended to create any legal or contractual relationship between you and any group company other than MPower Holdings itself.

MPower Holdings does not act on behalf of, and is not responsible for the acts or omissions of, any group company in respect of the products or services offered by that group company.

7. Limitation of Liability

To the fullest extent permitted by applicable law, neither MPower Holdings, nor any of its directors, officers, employees, agents, group companies, or affiliates, shall be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with:

- Your use of, or inability to use, the Website;
- Any reliance placed on the information, materials, or content provided on the Website;
- Any errors, omissions, inaccuracies, or defects in the content of the Website;
- Any unauthorised access to or alteration of your transmissions or data;
- Any viruses, malware, or other harmful components transmitted to or through the Website;
- Any conduct or content of any third party on or in respect of the Website;
- Any interruption, suspension, or termination of the Website or any of its functions.

Nothing in these Terms of Use excludes or limits our liability for death or personal injury caused by our negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.

8. Indemnity

You agree to indemnify, defend, and hold harmless MPower Holdings and its directors, officers, employees, agents, group companies, and affiliates from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with your breach of these Terms of Use, your use of the Website, your violation of any applicable law, or your infringement of any third-party rights.

9. Intellectual Property

All content on the Website, including but not limited to text, graphics, logos, icons, images, audio and video clips, data compilations, software, and the design, structure, and arrangement of the Website (collectively, the “Content”), is the property of MPower Holdings, its group companies, or its licensors, and is protected by South African and international copyright, trademark, patent, and other intellectual property laws.

Trademarks, trade names, service marks, and logos displayed on the Website (including but not limited to the MPower Holdings name, logo, and the names and logos of our group companies) are the registered and unregistered trademarks of MPower Holdings, its group companies, or its licensors. Nothing on the Website should be construed as granting any licence or right to use any trademark without the prior written permission of the owner.

You may view, download, and print Content from the Website solely for your own personal, non-commercial use, provided that you retain all copyright and other proprietary notices. You may not otherwise reproduce, modify, distribute, transmit, display, perform, publish, license, create derivative works from, transfer, or sell any Content without our prior written consent.

10. Acceptable Use

When using the Website, you agree that you will not:

- Use the Website in any way that violates any applicable law or regulation;
- Use the Website to transmit any unsolicited or unauthorised advertising, promotional materials, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation;
- Use the Website to impersonate any person or entity or misrepresent your affiliation with any person or entity, including any group company;
- Interfere with or disrupt the Website or servers or networks connected to the Website;
- Attempt to gain unauthorised access to the Website, other accounts, computer systems, or networks connected to the Website;

- Use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express written permission;
- Introduce viruses, trojans, worms, logic bombs, or other malicious or technologically harmful material;
- Collect or harvest any personal information from the Website;
- Engage in any conduct that restricts or inhibits any other user from using or enjoying the Website.

11. Third-Party Links and Content

The Website may contain links to third-party websites, including websites operated by our group companies, and to third-party services or resources that are not owned or controlled by MPower Holdings. Links to group company websites are provided for convenience only. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance on, any such content, goods, or services available on or through any such websites or services.

12. Privacy and Cookies

Your use of the Website is also governed by our Privacy Policy and Cookie Policy, which describe how we collect, use, and protect your personal information and how we use cookies and similar technologies. Please read these documents carefully.

13. Suspension and Termination

We reserve the right, at our sole discretion and without notice, to suspend, restrict, or terminate your access to all or part of the Website at any time, for any reason or no reason, including without limitation any breach of these Terms of Use.

14. Modifications to the Website and Terms

We reserve the right to modify, suspend, or discontinue the Website (or any part or content thereof) at any time, with or without notice, and we shall not be liable to you or any third party for any such modification, suspension, or discontinuation.

We may amend these Terms of Use at any time by posting the amended terms on the Website. Your continued use of the Website following any such amendment constitutes your acceptance of the amended Terms of Use.

15. Force Majeure

MPower Holdings shall not be liable for any failure or delay in the performance of its obligations in respect of the Website where such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemics,

strikes, lockouts, civil unrest, war, terrorism, government action, power failures, or failures of telecommunications or internet service providers.

16. Governing Law and Jurisdiction

These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to its conflict of laws principles. Any dispute arising out of or in connection with these Terms of Use or the Website shall be subject to the exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Pretoria.

17. Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the remaining provisions, which shall continue in full force and effect.

18. Entire Agreement

These Terms of Use, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and MPower Holdings regarding the use of the Website and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

19. Contact Information

If you have any questions about these Terms of Use, please contact us using the details below:

Company	MPOWER HOLDINGS (PTY) LTD
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Website	www.mpowerholdings.co.za