



XCOM

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Confidential

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1. GLOSSARY OF TERMS & ACRONYMS

ACRONYM	Description
ARPU	Average Revenue per User
CIR	Committed Information Rate
CPE	Customer Premises Equipment
DOC	Department of Communication
DTI	Department of Trade and Industry
EDP	Economic Development Partnership
ECA	Electronic Communications Act (of South Africa)
ICASA	Independent Communications Authority of South Africa
ICT	Information and Communications Technology
Kbits	Kilobits = number of kilobits per second
LED	Local Economic Development
Mbits	Megabits = 1 Mbit = 1024 Kbits, a measure of data rate in bits per second
NTU	Network Termination Unit
OSS/ BSS	(Operating Systems Support) and (Business Systems Support)
QOS	Quality of Service, a term used to describe methods of guaranteeing network performance
SIP	Session Initiation Protocol, a VoIP standard
SLA	Service Level Agreement
VANS	Value Added Network Services
VPN	Virtual Private Network
Wi-Fi	Wireless Fidelity, a popular open standard based wireless technology

2. COMPANY BACKGROUND AND OVERVIEW

XCOM's key focus is to provide innovative solutions in the "UniFied Communications" market. XCOM's market share has been facilitated by convergence which itself has been made possible by the confluence of three key elements namely:

- Liberalisation of the telecommunications and technology sectors
- Enabling cost effective technology and
- Innovative business modelling.

The joining of these three elements has created major opportunities for a new-age ITC and technology company like XCOM.

XCOM owns its own wireless technology, developed over a period of 15 years.

XCOM has positioned itself to assist the Government (and its organs) and the private sector to meet their key strategic and development goals. At a holistic level, this ecosystem is directed towards assisting government to meet its key strategic and development goals which are:

- Service Delivery
- Economic Development
- Poverty alleviation
- Skills development
- Empowerment and transformation
- Universal Access (i.e. Basic telephony in underserved areas)

These central goals translate into the following:

- Reduction of ITC and related operating costs
- Improve operational efficiencies
- Enhance service delivery
- Promote and facilitate local economic development
- Improve revenue flow and management thereof
- Improve public security and reduce crime

XCOM's positioning as a solutions provider to the African public sector is unique as amplified by its USP (unique selling proposition) as enumerated hereunder:

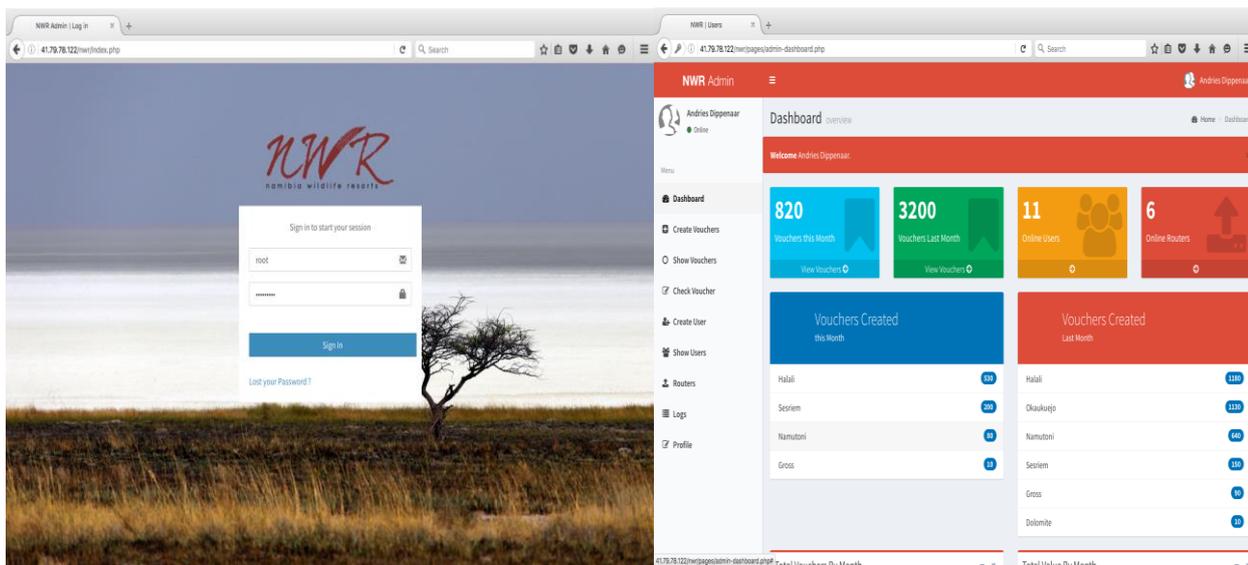
- Locally Developed and Owned Technology (carrier-grade/robust/innovative)
- Over ten-year history with solid track record into capacity to deliver
- Extensive Resource Base (SA/Namibia/Lesotho/Botswana)
- Key Strategic Alliances with Industry Leaders
- Entrepreneurial Driven Co/Management team made up of Industry Stalwarts

3. CCTV SOLUTION

XCOM has designed a solution to provide a high-quality surveillance network and IP Network solutions as well as upgrades for any customer, linked wirelessly to a local monitoring setup and recording server together with the complete foundation setup.

This High definition solution, will allow real time monitoring of the surrounding areas, and will be remotely accessible via any computer or smartphone connected to the Internet to authorized personnel only.

Furthermore, Xcom will install a Wi-Fi based solution to monitor all users as well as to supply vouchers to visitors that can be bought from customer. The customer's management will be able to manage their own users and create vouchers to sell to visitors.



Additional Services and Solutions:

- **Hotspots** (Radius, prepaid and post-paid hotspot with integrated billing)
- **VoIP** (Full range of VOIP PABX's and VOIP phones and VOIP video phones)
- **Intercoms** (Intercoms PABX based and door phones all on VOIP)
- **Access control units** (RFID, Long range RFID, Tags, Fingerprint readers and codes)
- **Cameras** (Local brand XCOM full range IP cameras with in house development)
- **Automation** (In house development for any kind of IP based automation)

Maintenance Contract:

XCOM is committed to on-going relationships with its customers regarding the Cameras and Network.

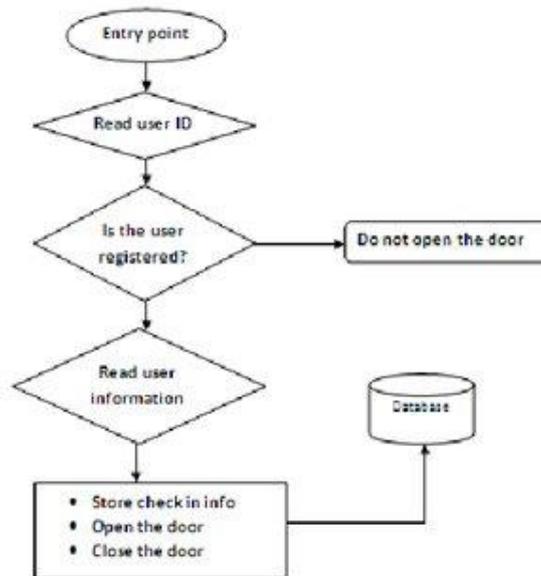
Local support will be provided (Windhoek based) for the network systems, and this will include implementation of warranty on cameras for all faults that are not force majeure or acts of God such as lightning or floods. The Customer is required to insure the cameras and network equipment once installed.

The initial Contract will be for 3 or 5 years escalating with 5% annually, ensuring peace of mind for The Customer that perimeter security is in place and well maintained and monitored.

Maintenance contract will include the following:

1. Replacement and maintenance of cameras
2. Replacement and maintenance of wireless equipment
3. Replacement and maintenance of monitoring room equipment
4. No call out fees for repairs
5. Free maintenance on camera wireless network
6. Free monitoring of wireless camera network and monitoring frequencies

4. RFID ACCESS CONTROL SOLUTION



What Is An "Access Control System"?

Simply defined, the term "access control" describes any technique used to control passage into or out of any area. The standard lock that uses a brass key may be thought of as a simple form of an "access control system".

Over the years, access control systems have become more and more sophisticated. Today, the term "access control system" most often refers to a computer-based, electronic card access control system. The electronic card access control system uses a special "access card", rather than a brass key, to permit access into the secured area.

When used within this document, the term "access control system" refers to an electronic card access control system.

Access control systems are most commonly used to control entry into exterior doors of buildings. Access control systems may also be used to control access into certain areas located within the interior of buildings.

The purpose of an access control system is to provide quick, convenient access to those persons who are authorized, while at the same time, restricting access to unauthorized people.

Basic Components of an Access Control System:

Access control systems vary widely in type and complexity. However, most card access control systems consist of at least the following basic components:

Access Cards

The access card may be thought of as an electronic "key". The access card is used by persons to gain access through the doors secured by the access control system. Each access card is uniquely encoded. Most access cards are approximately the same size as a standard credit card, and can easily be carried in a wallet or purse.

Card Readers

Card readers are the devices used to electronically "read" the access card. Card readers may be of the "insertion" type (which require insertion of the card into the reader), or may be of the "proximity" type (which only require that the card be held in a 3" to 6" proximity of the reader. Card readers are usually mounted on the exterior (non-secured) side of the door that they control.

Access Control Keypads

Access control keypads are devices which may be used in addition to or in place of card readers. The access control keypad has numeric keys which look similar to the keys on a touch-tone telephone.

The access control keypad requires that a person desiring to gain access enter a correct numeric code. When access control keypads are used in addition to card readers, both a valid card and the correct code must be presented before entry is allowed.

Where access control keypads are used in place of card readers, only a correct code is required to gain entry.

Electric Lock Hardware

Electric lock hardware is the equipment that is used to electrically lock and unlock each door that is controlled by the access control system.

There are a wide variety of different types of electric lock hardware. These types include electric locks, electric strikes, electromagnetic locks, electric exit devices, and many others. The specific type and arrangement of hardware to be used on each door is determined based on the construction conditions at the door.

In almost all cases, the electric lock hardware is designed to control entrance into a building or secured space. To comply with building and fire codes, the electric lock hardware never restricts the ability to freely exit the building at any time.

Access Control Field Panels

Access control field panels (also known as "Intelligent Controllers") are installed in each building where access control is to be provided. Card readers, electric lock hardware, and other access control devices are all connected to the access control field panels.

The access control field panels are used to process access control activity at the building level. The number of access control field panels to be provided in each building depends on the number of doors to be controlled. Access control field panels are usually installed in telephone, electrical, or communications closets.

Access Control Server Computer

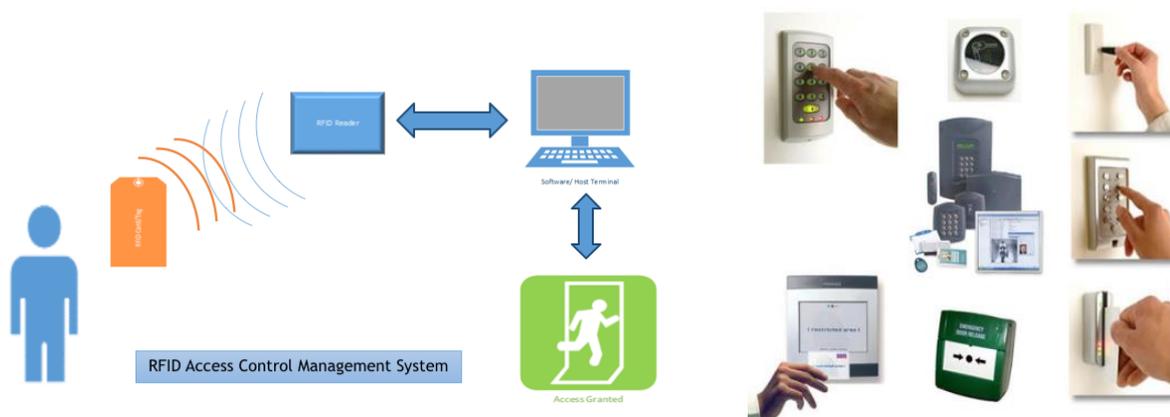
The access control server computer is the "brain" of the access control system. The access control server computer serves as the central database and file manager for the access control system; and is responsible for recording system activity, and distributing information to and from the access control field panels.

Normally, a single access control server computer can be used to control a large number of card-reader controlled doors.

The access control server computer is usually a standard computer which runs special access control system application software. In most all cases, the computer is dedicated for full-time use with the access control system.

The access control system allows a great deal of flexibility in "tailoring" the access privileges assigned to each card:

- Doors: The system can allow the card to work at all card reader-controlled doors; or only at specific doors.
- Time of Day: The system can allow the card to work 24 hours per day; or only during certain time periods (7:00 P.M.- 12:00 P.M. only, for example)
- Day of Week: The system can allow the card to work seven days per week, or only on certain days (Monday, Wednesday, and Friday only, for example.)
- Holidays: The system can allow the card to work differently on days defined as holidays.
- Start and Stop Dates: The system can allow the card to only work during certain defined ranges of time (June 1 through June 15, for example.)





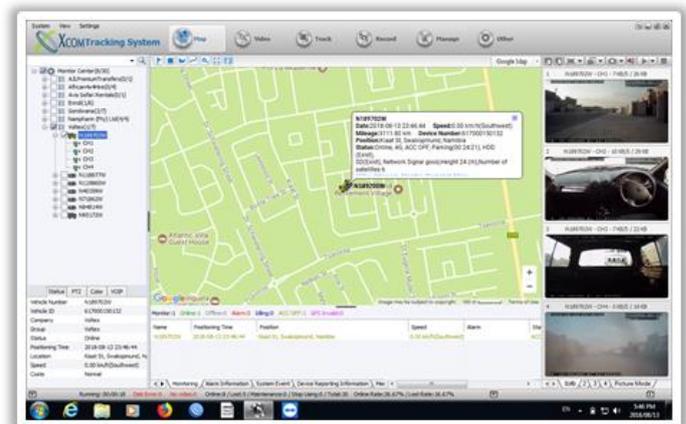
5. VIDEO TRACKING SOLUTION



If you need to know where your vehicles are right now, where your drivers are travelling and stopping or how much mileage your vehicles put on each month, Xcom Video Tracking provides a complete fleet management and vehicle tracking solution for you.

We provide real-time monitoring, detailed route histories, immediate email and SMS alerts and the ability to access a full online history of everywhere your fleet has been, from anywhere in the world. Xcom Video Tracking allows you to see exactly where your vehicles are and what they have been doing.

We offer complete GPS vehicle tracking solutions including: GPS tracker and GPS tracking software. With proper utilization, it can work with the following solutions: **Fleet Management, GPS**



Truck Tracking System, Truck Temperature Monitoring, RFID Driver Management, Stolen Vehicle Recovery, Heavy Equipment GPS Tracking, School Bus Video Monitoring and Fuel Monitoring System.

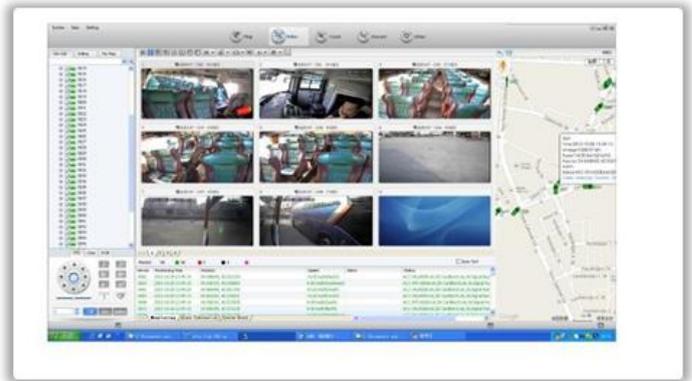
With Xcom Video tracking solutions, you can manage as many vehicles as you require, no matter the make, model or quantity. You just need to log onto the web system, with an account, to manage and monitor your vehicles, all on one screen. We provide custom GPS tacking solution packages to meet our client's requirements.

We provide real-time monitoring, detailed route histories, immediate email and SMS alerts and the ability to access a full online history of everywhere your fleet has been, from anywhere in the world.

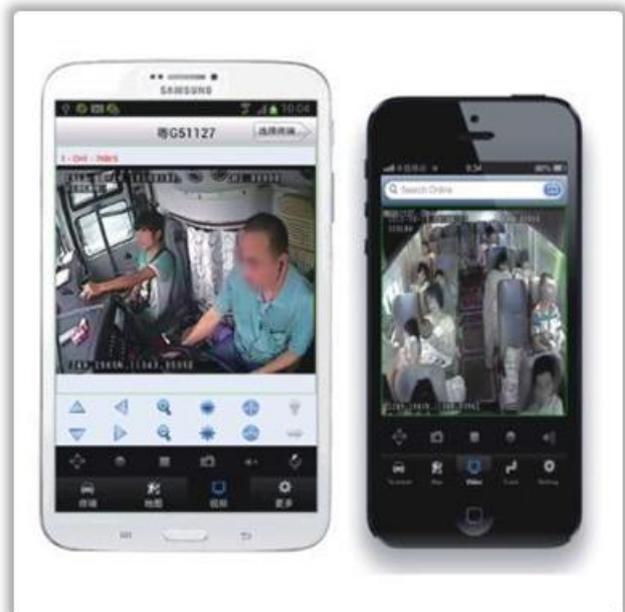
To ensure complete operational efficiency, the footage is automatically uploaded to Fleet Management software, whenever the vehicle enters a trusted Wi-Fi zone. This means it's always available for online viewing and reporting purposes.

Key Features:

- Live Video Streaming
- Remote Download and Backup
- Built-in WIFI Module (Auto Video Backup)
- Built-in GPS Module
- 3G/ 4G Connectivity
- Driver Behaviour Reporting
- 2TB Storage
- 3GB SD card backup
- Supports 4 Cameras
- Real-time monitoring via Mobile Phone**



Live tracking with video feed



Additional Extra Options:

- Remote Temperature Monitoring
- Remote Fuel Monitoring and Shutdown
- Remote Door Sensor
- Two Voice P2P Communication

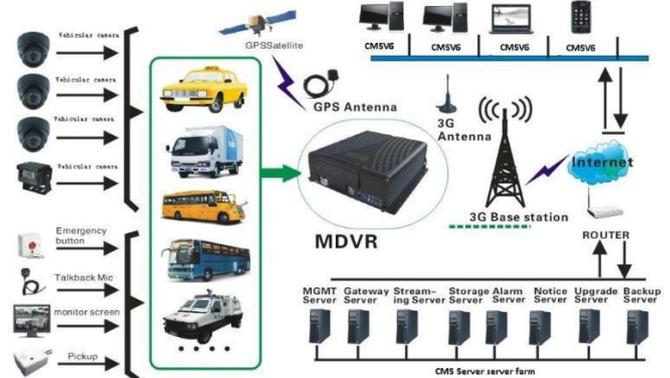
Features:

Built-in high-performance chipsets, coded with H.264 standard, high compression rate and image quality
AHD/TVI/CVI/IPC/ANALOG five in one video input, wide compliance
4+1 live preview and storage
1CH synchronized AV output, 1CH VGA output
Hard Disk Auto-Heating (Optional)
Support UPS power input
Built-in G-sensor, monitor the driving habits
Reverse Assistance
Adjust the camera image horizontally and vertically



Power:

Professional In-Vehicle power design, 8-36V DC Wide Voltage Range
Multiple protection circuits like under-voltage, short, reversed plug-in
Smart power management system, shutdown under low voltage, low consumption when standby
Report the GPS info to the server regularly with very low power consumption, compliant with JT/T794-2011 standard



Data Storage:

Built-in super capacitor to avoid data loss and disk damage caused by sudden outage
Special file management system to encrypt and protect the data
Proprietary technology to detect the bad track of the disk which can make sure the continuity of video and long service life of the disk
Support 2.5-inch HDD/SSD, maximum 2TB
Support SD card storage, maximum 256GB



Transmission Interface:

Support GPS/BD/GLONASS optional,
high sensitivity, fast positioning
Support wireless download by WiFi,
802.11b/g/n, 2.4GHz
Support 3G/4G transmission,
LTE/HSUPA/HSDPA/WCDMA/EVDO/TD
-SCDMA

Applications:

Any size fleets
Delivery operations
Long haul Trucking
Cargo security
Yellow Building equipment
Passenger transport



6. SUPPLY CHAIN

XCOM has supply agreements with 15 vetted factories globally and XCOM's procurement team visits each factory at least 3 times a year to ensure the best quality and cost-effectiveness of all our Products.

Traceability of Raw Components:

XCOM retain complete and accurate records of traceability back to original seller/manufacturer (i.e. certificates of conformance). Material traceability shall be maintained as specified within the technical data package (i.e. circuit cards). XCOM holds all Records of Production and Service provision (i.e. assembly, test, and verification/inspection) and shall be legible, readily identifiable and retrievable upon request. Electronic test data stored and backed-up on a regular basis.

7. STOCK HOLDING

XCOM has developed and implemented a risk management policy to identify, assess, measure, mitigate / control, monitor and report risks across the organisation as also to develop a risk culture that encourages all staff to identify risks and associated opportunities and to respond to them with effective actions.

XCOM holds stock in their supply stores of between NAD 3 and 5 million to ensure effective supply and to deal with warrantee claims timeously.

8. REPLACEMENT PARTS

XCOM holds between 15% and 20% parts of all ordered electronic equipment to effectively and efficiently carry out repairs and services on all our listed products.

9. WARRANTEE OVERVIEW

XCOM commit that all returned / faulty units including all repaired and replacement components will be repaired or replaced by the same level or higher-level units / components.

10. REPAIR CENTRE

XCOM commit all return units including all repaired and replacement components will be repaired or replaced by the same level or higher-level units.

The customer will be charged for the repair costs by XCOM given the following:

1. The inability to verify the valid product warranty period or already exceeded warranty period.
2. Product or components were altered, and the labels which contain the serial numbers have been ripped off or unable to identify.
3. Customer's improper use, not authorized by the demolition or modification of the adverse operating environment, improper maintenance, accident or other reasons arising from the product functioning problems.
4. XCOM is not obligated to repair any System or System component which has been damaged as a result of:
5. Accident, misuse, or abuse of the System or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to following operating instructions) by anyone other than XCOM (or its representatives),
6. An act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or
7. The moving of the System from one geographic location to another or from one entity to another without prior approval from XCOM if it was installed by XCOM.
8. Upgrades or test requirements requested by the customer.

11. STANDARD TERMS OF SALE

Any delivery of goods and services by XCOM as the seller to the customer ("Customer") shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made.

The Customer's general terms and conditions that are inconsistent with the Terms and Conditions set forth herein shall only be applicable to the extent XCOM has explicit approved in writing.

Any claims held against XCOM may not be assigned to third parties.

Delivery:

- Delivery periods shall only be binding if expressly agreed in writing. Delivery periods shall begin on the date of the order confirmation by XCOM, however, in no case prior to settlement of all details relating to an order including the furnishing of any required official certificates. Delivery periods shall be deemed to be met on timely notification of readiness to ship if the goods cannot be dispatched in time through no fault of XCOM.
- With respect to delivery periods and dates, which are not expressly defined as fixed in the order confirmation, the Customer may -two weeks after expiry of such a delivery period or date- set an adequate grace period for delivery.
- XCOM may only be deemed to be in default after expiry of such a grace period.

- Without prejudicing XCOM' rights from Customer's default, delivery periods and dates shall be deemed to be extended by the period of time during which the Customer fails to comply with his obligations towards XCOM.
- XCOM reserves the right to carry out a delivery using its own delivery organisation.
- XCOM may perform partial deliveries and render partial services if such action would not unreasonably affect the Customer.
- The Customer may rescind the contract after two unsuccessful grace periods unless the hindrance is merely temporary in nature and a delay would not unreasonably affect the Customer.
- Any contractual or statutory right of a Customer to rescind the contract, which the Customer fails to exercise within a reasonable period of time set by XCOM, shall be forfeited.

Shipment, Passing of Risk:

- Unless otherwise expressly agreed, shipment shall always be carried out at the Customer's risk. The risk shall pass to the Customer as soon as the goods have been handed over to the person executing the shipment.

Payment:

- XCOM requires a deposit of 70% on all orders. Full and final payment shall be made within 5 days from the date of the delivery of sold items. Payment shall be considered to have been made on the day the payable sum is received by XCOM. Bills of exchange and cheques shall not be deemed payment until after they have been honoured and will be accepted without any obligation to make timely presentation and timely protest.
- Immediately upon default of payment – or from the due date XCOM shall be entitled to demand default interest of 8 per cent per month.
- Customers may only withhold or offset due payments against their own counter-claims if these are uncontested or have been found to be legally binding.
- XCOM shall also be able to perform remaining deliveries only against advance payment or provision of security, and, if no such advance payment is made or security provided within a two-week time period, to cancel the contract without fixing another extension term. This shall not affect any further claims.

Retention of Title:

- Delivered goods shall fully remain property of XCOM (goods sold subject to retention of title) until all receivables, on whatever legal grounds, have been fully paid up.
- Customer may resell, process, combine or mix with other property, or otherwise integrate goods under retention of title in normal business operations, as long as the Customer is not defaulting. The Customer shall be prohibited from taking any other disposition regarding goods for which XCOM retains title
- Customer shall reserve title in goods resold with retention of XCOM' title under the same terms which XCOM has applied when delivering such goods with retention of title.

- The Customer shall be prohibited from any other kind of resale.
- The Customer shall immediately assign to XCOM any receivables resulting from a resale of goods initially sold with retention of XCOM' title.
- These will be used to substitute the goods under retention of title as collateral of the equivalent amount.
- The Customer shall only be entitled and authorised to resell such goods if his receivables therefrom accrue to XCOM.
- Software Rights
- Software programs will fully remain the property of XCOM. No program, documentation or subsequent upgrade thereof may be disclosed to any third party, without the prior written consent by XCOM, nor may they be copied or otherwise duplicated, even for the Customer's internal needs apart from a single back-up copy for safety purposes.
- The Customer is granted a non-exclusive, non-assignable right to use the software, including any related documentation and updates, for no other purpose than that of operating the product. Typically, no source programs are provided. This shall require a special written agreement in each particular case.

Warranty:

- The goods claimed to be defective shall be returned to XCOM for examination in their original or equivalent packaging.
- XCOM shall remedy defects if the warranty claim is valid and within the warranty period.
- It is at XCOM' discretion whether XCOM remedies the defect by repair or replacement.
- XCOM shall only bear the costs necessary to remedy the defect.
- XCOM shall be entitled to refuse to remedy defects in accordance with XCOM' statutory rights. XCOM may refuse to remedy defects if the Customer has not complied with XCOM' request to return the goods claimed to be defective
- The Customer shall be entitled to rescind the contract or reduce the contract price in accordance with his statutory rights, however, the Customer shall not be entitled to rescind the contract or to reduce the contract price, unless the Customer has previously given XCOM twice a reasonable period to remedy the defect which XCOM has failed to observe, unless setting of such a period to remedy defects is dispensable.
- In the event of rescission, Customer shall be liable for any intentional or negligent actions that cause destruction or loss of the goods as well as for failure to derive benefits from the goods.
- If XCOM maliciously withholds disclosure of a defect or gives a quality warranty the Customer's rights shall be governed exclusively by the statutory provisions.
- Any rights of the Customer to receive damages or compensation shall be governed by these Terms and Conditions of sale.
- Specifications of XCOM' goods, especially pictures, drawings, data about weight, measure and capacity contained in offers and brochures are to be considered as average data. Such specifications and data shall in no way constitute a quality warranty but merely a description or labelling of the goods.
- Unless limits for variations have expressly been agreed in the order confirmation, such variations shall be admissible that are customary within the trade.

- XCOM shall not accept any liability for defects in the goods supplied if they are caused by normal wear and tear.
- The Customer shall have no rights against XCOM in respect of defects in goods sold as lower-class or used goods.
- Any warranty shall be void if operating or maintenance instructions are not observed, if changes are made to deliveries or services, if parts are replaced or materials used that are not in accordance with the original product specifications by XCOM, unless the Customer can show that the defect in question resulted from another cause.
- Provided that the Customer is a merchant, the Customer shall be obliged to notify defects to XCOM in writing via email to support@xcom.tech.

Limited Liability:

- In case of a breach of contractual obligations, defective deliveries or tortuous acts, XCOM shall only be obliged to compensate damages or expenses – subject to any other contractual or statutory conditions for liability – if XCOM has acted intentionally or with gross negligence or in cases of minor negligence, if such negligence results in the breach of an essential contractual duty (a duty the breach of which puts the fulfilment of the purpose of the contract at risk). However, in case of minor negligence, XCOM' liability shall be limited to typical damages which are foreseeable at the time of the conclusion of the contract.
- The liability of XCOM for losses caused by late delivery due to minor negligence shall be limited to 5% of the agreed purchase price
- The exclusions and limitations of liability in the sections above shall not apply in cases of a quality warranty in cases where XCOM has maliciously failed to disclose a defect, in case of damages resulting from death, injury to health or physical injury or where the laws on product liability impose overriding liabilities which cannot be excluded.
- The limitation period for claims against XCOM – based on whatever legal ground – shall be 12 months from the date of delivery to the Customer and in case of tortious claims, 12 from the date the Customer becomes aware or could have become aware of the grounds giving rise to a claim and the liable person, had the Customer not been grossly negligent.
- The provisions in this clause shall neither apply in cases of intentional or gross negligent breaches of duty nor shall they apply in cases referred to in sections above of these Terms and Conditions.
- If the Customer is an intermediary seller of the goods obtained from XCOM and the final purchaser of the goods is a consumer, the limitation period for any action of recourse against XCOM by the Customer shall be the period specified by statute.
- Disposal
- Customer is obliged to closely observe the documents accompanying the goods and to ensure the correct disposal of the goods in accordance with the applicable law
- In case Customer is a merchant, Customer shall be obliged to dispose the goods at its own costs.

- Customer shall be obliged to transfer this obligation on the purchaser of the goods or parts thereof in case of a resale of the goods. In case the Customer is a consumer the statutory provisions regarding disposal of waste shall apply.

Confidentiality:

- Unless otherwise expressly stipulated in writing, no information provided to XCOM in connection with orders shall be regarded as confidential, unless their confidential nature is obvious
- XCOM points out that personal data in relation to the contractual relationship may be stored by XCOM and may be transferred to companies associated with XCOM in the XCOM Group.

Miscellaneous:

- The place of jurisdiction, provided that Customer is a merchant, a legal person under public law or a special fund under public law, shall be the place of business of the XCOM Group company using these Terms and Conditions. However, XCOM may also take legal action against Customer at Customer's place of business.
- Notice XCOM will not take part in a dispute resolution process in front of an alternative dispute resolution entity and is not obliged to do so.
- Governing law shall be the law of Namibia with the exclusion of any international conflict of law's provisions thereof and with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), provided that Customer is a merchant, a legal person under public law or a special fund under public law.
- Should any of the clauses of these Terms and Conditions be wholly or partially invalid or void, the validity of the remaining clauses or parts thereof shall not be affected.

12. IMPLEMENTATION STRATEGY

Implementation timelines are indicative and subject to finalization of the project plan for the roll-out.

<u>Rollout Plan</u>	<u>No of Sites</u>	<u>Description</u>	<u>Timelines</u>

13. TRADE REFERENCES

From establishment, Xcom prides itself with binding customer relations and offering the utmost best customer satisfaction.

Herewith some trade references and contact details.

<u>Customer</u>	<u>Contact Person</u>	<u>Contact Details</u>
Nampharm	Herman Benz	herman@nampharm.com.na
Gondwana Collection Namibia	Jens Vietor	it@gondwana-collection.com
Erindi Private Game Reserve	Johlene Els	support@erindi.com
Telecom Namibia (Various Corporate Clients)	Piet Potgieter	potgieps@telecom.na
Van Dyk Petroleum	Margaret le Roux	margaret@vdp.com.na
Voltex Namibia	J. Gouws	Jacques.Gouws@voltex.com.na
Hillside Executive Accommodation	Victor Liebenberg	victor.convic@iway.na
Pioneerspark Neighbourhood Watch	Erik Strauss	fjs.strauss@gmail.com
Marula Game Farm	Johan Kotze	johan@marulagameranch.com

We Thank You for the opportunity.



Johann Potgieter
Managing Director

Dries Dippenaar
Technical Director