

AFFIDAVIT

**In terms of Section 129 (3)(a) of the Companies Act, Act 11 of 2008 (herein
after referred to as the "ACT")**

with regards to

CUSTOMISED SOLUTIONS (Pty) Ltd

with registration number 1998/012565/07

(herein after referred to as the "SWORN STATEMENT")

I the undersigned

JOHN PETER FERGUSON

Do hereby declare under oath that:

1. I have just been appointed as a director of CUSTOMISED SOLUTIONS (Pty) Ltd (herein after referred to as the "COMPANY"), a private company duly registered and incorporated in terms of the Companies Act, Act 61 of 1973, as amended (herein after referred to as the "OLD ACT") with registration number 1998/012565/07 with its main place of business at 1st Floor and Mezzanine, Block C, Kyalami Business Park, 55 Kyalami Boulevard, Kyalami, Gauteng.
2. The facts contained in this affidavit is to the best of my knowledge and belief, unless indicated to the contrary, both true and correct.



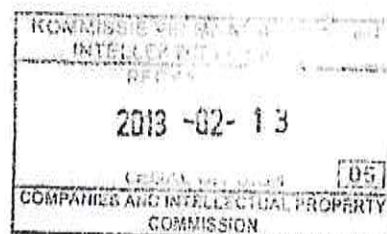
3. This sworn statement in terms of the Act sets out the facts relevant to the grounds on which the board resolution, dated 7 February 2013, placing the COMPANY under business rescue was founded.

4. The following facts were taken into consideration in resolving to place the COMPANY under business rescue:

4.1 The Applicant is in the Information, Communications Technology Sphere that is trading in the Republic of South Africa.

4.2 I confirm that in the light of the current financial position in the Republic of South Africa the competition in this sphere of the commercial world is severe and any small mistake may relate to serious financial implications.

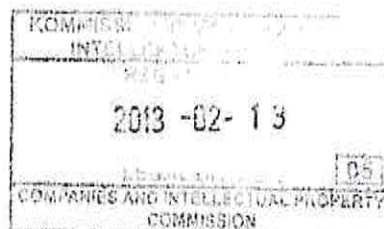
4.3 During February 2012 an empowerment transaction was entered into and is the company currently properly structured in terms of the Broad Based Black Economic Empowerment principals. This transaction in effect terminated the shareholding of John and Jenny Steyn (Hereinafter referred to as "the Steyns" in the plural or as "John" and "Jenny" in the singular) in the Company.



4.4 In order to ensure that the company survives and furthermore that the expertise in the company remains, the Company entered into an agreement with the Steyns on the 8th of February 2012 and the 14th of February 2012.

4.5 What needs to be taken into consideration is that the agreements clearly states the following:

"By virtue of your employment with the company and/or your involvement in client's projects you will have access to the trade secrets and confidential information of Customised Solutions (Pty) Ltd and/or clients. This includes, but is not limited to, know how, processes, techniques, contractual arrangements between Customised Solutions (Pty) Ltd and it's clients, the financial details (including credit and discount terms) relating to Customised Solutions (Pty) Ltd's clients, the names of existing and respective clients of the company and their business and information technology requirements. This information is not available in the ordinary course of business of Customised Solutions (Pty) Ltd to competitors of Customised Solutions (Pty) Ltd. You therefore undertake in favour of Customised Solutions (Pty) Ltd, and in order to protect Customised Solutions (Pty) Ltd's interest in the trade secrets, that you will not either before, during, after termination of your employment with Customised Solutions (Pty) Ltd become



[Handwritten signature]

employed by or interested in any manner whatever in any business, firm, undertaking and/or company directly or indirectly in competition with the business conducted by Customised Solutions (Pty) Ltd."

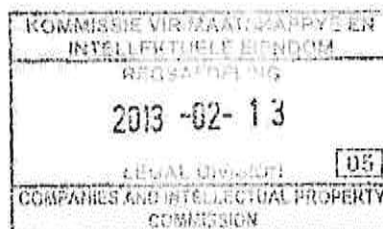
4.6 Furthermore in paragraph 22 of the agreement between the Company and the Steyns it is stated as follows:

" You will not for a period of 60 (sixty) months after leaving the Company's employment without written consent from the Directors of Customised Solutions (Pty) Ltd solicit, entice or seek to entice any person or organisation who at any time during or at the date of termination from the Company were employees, customers or business associates of the Company. You have sold the company and this is one of the agreed sales conditions."

4.7 With regards to Jenny one has to have cognisance of the agreement entered into between herself and the Company.

4.8 If one has cognisance of the agreement with her you will find that the following important restrictions occurs.

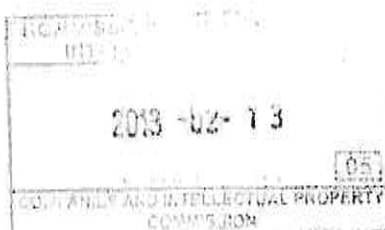
4.9 Paragraph 17 reads as follows:



"All written or other records created by you and which relate to Customised Solutions (Pty) Ltd, its divisions, its business and/or any client project shall belong to Customised Solutions (Pty) Ltd. On demand by Customised Solutions (Pty) Ltd, or on termination of your employment with Customised Solutions (Pty) Ltd for any reason whatsoever you shall return to Customised Solutions (Pty) Ltd any documentation of whatsoever nature and whether stored electronically or otherwise, and all information concerning any reference to Customised Solutions (Pty) Ltd, its divisions, its business and/or any client project, which belong to Customised Solutions (Pty) Ltd and is in your possession or under your control. You furthermore undertake not to make any copies of documentation and/or other property of Customised Solutions (Pty) Ltd, which may be in your possession, including but not limited to lists of customers, clients or written information regarding the business of the company."

4.10 Save for paragraph 17, paragraphs 19 and 21 as with the agreement of John, which reads the same, has the same restrictions imposed on the Steyns.

4.11 It is clear that the reason for these agreements entered into between the Company and the Steyns were due to the fact that



during at the end of January 2012 the equity transferred to new shareholders and the Steyns remained on a contractual basis to assist with the smooth transformation of the Company

4.12 During November 2011 the Steyns indicated that the company was in dire financial straits and that an amount of approximately R2 million was owing to creditors. After the restructuring of the company as mentioned and the transfer of the equity during February 2012 It then occurred to us that the amount that was really owing to the company was approximately more than R6 million.

4.13 During the course of the year and despite numerous differences with the Steyns we proceeded with the day to day management of the company until the end of November 2012.

4.14 The Steyns unilaterally resigned on 29th of November 2012 and left the office and did they confirm this in writing on the 30th of November 2012.

4.15 It only came to our attention then that since July 2012 the Steyns were positioning themselves to leave the company and literally "high jacking" the company.

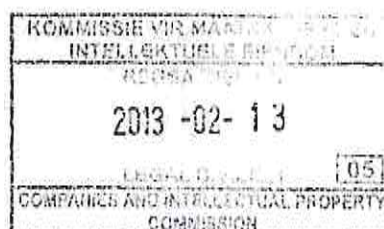


4.16 The Steyns positioned themselves since the 20th of July 2012 in a concurrent Close Corporation being Dinako Solutions CC to set up their position in order to exit the business at a convenient time and to take with them all the knowhow clients and most probably some of the personnel.

4.17 The majority of our clients such as Oricol Environmental Services (Pty) Ltd cancelled their contracts with the company and do they refer specifically to the departure of John in their letter 4 days after his resignation. It has come to our knowledge that John is now providing the support through Dinako Solutions CC as set out here above.

4.18 It is clear FROM OTHER COMMUNICATIONS WITH CLIENTS THAT John and Jenny contacted the clients in order to try and obtain the work that we are currently doing for those clients and securing that work for themselves.

4.19 Due to the fact that the debts in the company was more than what was initially conveyed to us and the actions by the Steyns the company has run into cashflow difficulties. Once the company has recovered from this "high jacking" episode the company will be able to meet all the demands that it faces.



5. I am therefor of the opinion that, with the protection afforded in terms of the business rescue provisions of the Act, it is therefore imperative that this company be placed in business rescue.



JOHN PETER FERGUSON

THUS SIGNED AND SWORN TO BEFORE ME AT PRETORIA THIS 7th DAY OF FEBRUARY 2013 THE DEPONENT WHO ACKNOWLEDGED, THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, THE REGULATIONS CONTAINED AND GOVERNMENT NOTICE R1258 DATED THE 21ST JULY 1972 (AS AMENDED), HAVING BEEN COMPLIED WITH.

COMMISSIONER OF OATHS

COMMISSIONER OF OATHS (RSA)
JOHN MARSHALL
Postnet Kyalami
Kyalami Business Park, Midrand
Ref: 9/1/8/2 Randburg

