

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities

Filing Date: **2021-04-26**
SEC Accession No. **0000950103-21-006041**

(HTML Version on secdatabase.com)

SUBJECT COMPANY

Karooooo Ltd.

CIK: **1828102** | IRS No.: **000000000** | State of Incorporation: **U0** | Fiscal Year End: **0228**
Type: **SC 13D** | Act: **34** | File No.: **005-92497** | Film No.: **21854323**
SIC: **7372** Prepackaged software

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NEW BRIDGE CENTRE U0
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FILED BY

Marais Juan

CIK: **1858039**
Type: **SC 13D**

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21 PENHURST AVENUE
ESSEXWOLD
BEDFORDVIEW T3 2007

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No.)***

Karooooo Ltd.

(Name of Issuer)

**Ordinary Shares, no par value
(Title of Class of Securities)**

**Y4600W108
(CUSIP Number)**

**Georgem Holdings (Pty) Ltd.
C/O Juan Marais
21 Penhurst Avenue, Essexwold
Bedfordview, South Africa 2007
+2782924259**

with a copy to:

**John B. Meade, Esq.
Roshni Banker Cariello, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Tel: (212) 450-4077**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**April 21, 2021
(Date of Event Which Requires Filing of this Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAMES OF REPORTING PERSONS Juan Marais	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION South Africa	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,550,000 ⁽¹⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,550,000 ⁽²⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,550,000	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Mr. Marais and Ms. Allen are the directors of Georgem Holdings (Pty) Ltd. (“Georgem”), and share voting power over the ordinary shares, no par value per share (the “Ordinary Shares”) of Karooooo Ltd., a Singapore public limited company (the “Issuer”), held by Georgem. See also Item 6—Voting Agreement for a description of the voting rights exercisable by Mr. Calisto in respect of the Ordinary Shares held by Georgem.

(2) Mr. Marais and Ms. Allen are the directors of Georgem, and share dispositive power over the Ordinary Shares held by Georgem. See also Item 6—Voting Agreement for a description of the rights exercisable by Mr. Calisto in respect of Georgem’s ability to dispose of 3,000,000 Ordinary Shares held by Georgem.

1	NAMES OF REPORTING PERSONS Jennefe Allen
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2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION South Africa	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 3,550,000 ⁽³⁾
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 3,550,000 ⁽⁴⁾
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,550,000	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(3) Mr. Marais and Ms. Allen are the directors of Georgem, and share voting power over the Ordinary Shares held by Georgem. See also Item 6—Voting Agreement for a description of the voting rights exercisable by Mr. Calisto in respect of the Ordinary Shares held by Georgem.

(4) Mr. Marais and Ms. Allen are the directors of Georgem, and share dispositive power over the Ordinary Shares held by Georgem. See also Item 6—Voting Agreement for a description of the rights exercisable by Mr. Calisto in respect of Georgem's ability to dispose of 3,000,000 Ordinary Shares held by Georgem.

CUSIP No. Y4600W108

1	NAMES OF REPORTING PERSONS Georgem Holdings (Pty) Ltd.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS (SEE INSTRUCTIONS)

	OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION South Africa	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,550,000 ⁽⁵⁾
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 3,550,000 ⁽⁶⁾
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,550,000	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 11.5%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO	

(5) See Note 1 above. See also Item 6—Voting Agreement for a description of the voting rights exercisable by Mr. Calisto in respect of the Ordinary Shares held by Georgem.

(6) See Note 2 above. See also Item 6—Voting Agreement for a description of the rights exercisable by Mr. Calisto in respect of Georgem’s ability to dispose of 3,000,000 Ordinary Shares held by Georgem.

Item 1. Security and Issuer

This Schedule 13D relates to the ordinary shares, no par value per share (the “Ordinary Shares”) of Karooooo Ltd., a Singapore public limited company (the “Issuer”). The address of the principal executive office of the Issuer is 10 Anson Road, #12-14, International Plaza, Singapore 079903.

Item 2. Identity and Background

(a)-(b) This Schedule 13D is being filed by: (i) Juan Marais, a South African citizen, (ii) Jennefe Allen, a South African citizen, and (iii) Georgem Holdings (Pty) Ltd., a South African proprietary limited company (“Georgem” and, together with Mr. Marais and Ms. Allen, the “Reporting Persons”). Mr. Marais and Ms. Allen are directors of Georgem, and therefore share voting and investment power over the shares held by Georgem.

The address of the principal business office of each of the Reporting Persons is c/o Juan Marais, 21 Penhurst Avenue, Essexwold, Bedfordview, South Africa 2007.

(c) The principal business of Mr. Marais is serving as Chief Sales Officer of the Issuer. The principal business of Ms. Allen is serving as a director of Georgem. The principal business of Georgem is holding securities of the Issuer.

(d) During the last five years, none of the Reporting Persons have been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, none of the Reporting Persons have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) See Item 2(a)-(b) above for citizenship or place of organization, as applicable, of each of the Reporting Persons.

Item 3. Source and Amount of Funds or Other Consideration

Funds for the purchase by the Reporting Persons of the Ordinary Shares reported herein were derived from a corporate reorganization (the "Corporate Reorganization"), in connection with the Issuer's initial public offering in the United States. The Corporate Reorganization is described in Item 4 of this Schedule 13D, which is incorporated herein by reference.

4

Item 4. Purpose of Transaction

The Corporate Reorganization was undertaken pursuant to a scheme of arrangement under Section 114(1) (as read with Section 115) of the South African Companies Act (the "Scheme"), whereby the Issuer, as the majority shareholder of Cartrack Holdings Limited ("Cartrack") acquired for cash all of the outstanding ordinary shares held by the minority shareholders of Cartrack at a price equal to R42.00 per share (the "Scheme Consideration"), and, as a result, Cartrack became a wholly owned subsidiary of the Issuer. In connection with the Scheme, certain eligible shareholders of Cartrack elected to use all or a portion of their Scheme Consideration to subscribe for Ordinary Shares of the Issuer (the "Reinvestment"). Georgem, an eligible Cartrack shareholder, used its Scheme Consideration to participate in the Reinvestment and acquired 3,550,000 Ordinary Shares on April 21, 2021 (the "Georgem Holding").

No Reporting Person has any present plan or proposal to acquire or dispose of any Ordinary Shares, although each Reporting Person at any time and from time to time may acquire additional Ordinary Shares or, subject to the terms of the Voting Agreement, dispose of Ordinary Shares, as applicable, depending upon prevailing market, economic and other conditions, other investment and business opportunities available to the Reporting Persons, liquidity requirements of the Reporting Persons, tax considerations and/or other investment considerations. In particular, the Reporting Persons intend to dispose of up to 550,000 Ordinary Shares within 12 months from the date hereof primarily to fund the payment of taxes and costs related to the Scheme.

Subject to the foregoing, none of the Reporting Persons has any plans or proposals which relate to, or could result in, any of the matters referred to in paragraphs (a) through (j), inclusive, of the instructions to Item 4 of Schedule 13D. The Reporting Persons may, at any time and from time to time, review or reconsider their position and/or change their purpose and/or formulate plans or proposals with respect thereto.

Item 5. Interest in Securities of the Issuer

(a)-(b) The aggregate number and percentage of the Ordinary Shares beneficially owned by each Reporting Person and, for each Reporting Person, the number of shares as to which there is sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D and are incorporated herein by reference. Calculations of the percentage of Ordinary Shares beneficially owned assumes that there were 30,951,106 Ordinary Shares outstanding as reported in the Issuer's Report on Form 6-K filed with the U.S. Securities and Exchange Commission on April 19, 2021.

(c) Except as set forth in this Schedule 13D, the Reporting Persons have not effected any transaction in Ordinary Shares in the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth, or incorporated by reference, in Items 3 through 5 of this Schedule 13D is incorporated by reference into this Item 6. Except as otherwise described in this Schedule 13D, to the knowledge of the Reporting Persons, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 or listed on Schedule A hereto, and between such persons and any person, with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Voting Agreement

In anticipation of the initial public offering of Karooooo Ltd., and recognizing that Mr. Calisto, as founder, would receive no special rights pursuant to the Constitution of the Issuer, Mr. Calisto and Georgem entered into that certain

5

Voting Agreement (the "Voting Agreement"), dated as of March 22, 2021, with the purpose of providing Mr. Calisto and his permitted transferees the right to exercise, or cause Georgem to exercise as directed by Mr. Calisto and his permitted transferees, the voting rights in respect of the Georgem Holding.

Pursuant to the Voting Agreement, Mr. Calisto and Georgem have agreed that if Mr. Calisto's beneficial ownership falls to below 51% of the issued and outstanding Ordinary Shares of the Issuer, then Georgem will cast all votes in respect of the Georgem Holding as directed by Mr. Calisto and his permitted transferees. In addition, without the prior written consent of Mr. Calisto, Georgem is not permitted to (i) transfer more than an aggregate of 550,000 Ordinary Shares owned by Georgem or (ii) acquire any additional Ordinary Shares. Mr. Calisto may be deemed to have beneficial ownership and shared voting power of 3,550,000 Ordinary Shares as a result of the Voting Agreement described herein. However, as of the filing date of this Schedule 13D, as Mr. Calisto otherwise beneficially owns Ordinary Shares representing more than 51% of the total issued and outstanding Ordinary Shares of the Issuer, he may not exercise voting rights in respect of the Ordinary Shares owned by Georgem. Neither the filing of this Schedule 13D nor any of its contents shall be deemed to constitute an admission by Mr. Calisto that he is the beneficial owner of any Ordinary Shares held by Georgem for purposes of Section 13(d) of the Exchange Act or for any other purpose, and such beneficial ownership thereof is expressly disclaimed.

The description of the Voting Agreement contained in this Item 6 is not intended to be complete and is qualified in its entirety by reference to such document, which is filed as Exhibit 99.1 hereto and incorporated by reference herein.

Item 7. Material to be Filed as Exhibits

<u>Exhibit</u>	<u>Description</u>
99.1	Voting Agreement, dated as of March 22, 2021, by and between Mr. Calisto and Georgem Holdings (Pty) Ltd. (filed herewith).

6

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: April 26, 2021

JUAN MARAIS

By: /s/ Juan Marais

Name: Juan Marais

JENNEFE ALLEN

By: /s/ Jennefe Allen

Name: Jennefe Allen

GEORGEM HOLDINGS (PTY) LTD.

By: Juan Marais, its Director

By: /s/ Juan Marais

Name: Juan Marais

Title: Director

7

SCHEDULE A

DIRECTORS AND EXECUTIVE OFFICERS OF GEORGEM HOLDINGS (PTY) LTD.

The name, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted of each director and executive officer of Georgem Holdings (Pty) Ltd. ("Georgem") is set forth below. Except as otherwise indicated, each occupation set forth opposite an individual's name refers to Georgem, and all of the persons listed below are citizens of South Africa. Directors are noted with an asterisk.

1. Name	2. Present Principal Occupation or Employment (Including Principal Business of Employer)	3. Business Address / Address of Principal Employer
Juan Marais	Chief Sales Officer of Karooooo Ltd.; Director of Georgem	c/o Karooooo Ltd. 10 Anson Road #12-14 International Plaza Singapore 079903
Jennefe Allen	Director of Georgem	c/o Georgem Holdings (Pty) Ltd. 21 Penhurst Avenue Essexwold, Bedfordview South Africa 2007

8

VOTING AGREEMENT

AGREEMENT dated and effective as of March 22, 2021 between (i) Isaias Jose Calisto (“**IJC**”) and (ii) Georgem Holdings (Pty) Ltd (“**Georgem**”).

WITNESSETH:

WHEREAS, IJC is the founder and sole shareholder of Karooooo Ltd (the “**Company**”);

WHEREAS, the Company intends to list the ordinary shares of the Company (the “**Ordinary Shares**”) on the Nasdaq Global Select Market, conduct an initial public offering of Shares in the United States pursuant to a registration statement on Form F-1 filed with the U.S. Securities and Exchange Commission (the “**Form F-1**”) and, in connection therewith, effect the corporate reorganization (the “**Corporate Reorganization**”) described in the Form F-1;

WHEREAS, pursuant to the Corporate Reorganization, Georgem Holdings (Pty) Ltd. (“**Georgem**”) is expected to acquire approximately 3,550,000 Ordinary Shares; and

WHEREAS, in the absence of any special rights or privileges granted to IJC as founder of the Company pursuant to the Company’s constitutional documents, the parties hereto desire to enter into this Agreement to provide IJC and IJC Transferees with the right to exercise, or cause Georgem to exercise as directed by IJC and IJC Transferees, the voting rights in respect of any Ordinary Shares beneficially owned by Georgem for so long as IJC and IJC Transferees, in his or their sole discretion, determine to do so;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

“**Beneficially Owned**” has the meaning ascribed to such term in Rule 13d-3 of the Exchange Act.

“**Company**” means Karooooo Ltd., a public limited company organized under the laws of the Republic of Singapore.

“**Company Securities**” means (i) the Ordinary Shares, (ii) securities convertible into or exchangeable for Ordinary Shares and (iii) any options, warrants or other rights to acquire Ordinary Shares.

“**Corporate Reorganization**” means the corporate reorganization described in the Form F-1 registration statement filed with the U.S. Securities and Exchange Commission on March 22, 2021.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Georgem**” Georgem Holdings (Pty) Ltd.

“**Georgem Holding**” means the 3,550,000 Ordinary Shares that Georgem is expected to acquire pursuant to the Corporate Reorganization.

“**IJC**” means Isaias Jose Calisto.

“**IJC Family Transferee**” means the spouse, the lineal descendant, sibling, heir, executor, administrator, testamentary trustee, legatee or beneficiary of IJC.

“**IJC Transferee**” means any Person to whom Company Securities are Transferred from IJC; *provided that* such transferee is (A) an IJC Family Transferee, (B) a trust that is for the exclusive benefit of an IJC Family Transferee or (C) a legal entity that is controlled by an IJC Family Transferee.

“**Ordinary Shares**” means the ordinary shares of the Company and any other security into which such ordinary shares may hereafter be converted or changed.

“**Person**” means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“**SEC**” means the Securities and Exchange Commission.

“**Transfer**” means, with respect to any Company Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Company Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing.

The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in

this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided that* with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any law include all rules and regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

ARTICLE 2

VOTING

For so long as IJC and IJC Transferees, when taken together, shall Beneficially Own Company Securities but not Beneficially Own more than fifty one percent of the issued and outstanding number of Ordinary Shares, Geogem shall, in person or by proxy, cast all votes to which Geogem is entitled in respect of the Ordinary Shares that Geogem Beneficially Owns, whether at any annual or special meeting of shareholders of the Company, by written consent or otherwise, in the manner directed in writing by IJC.

For so long as IJC and IJC Transferees, when taken together, shall Beneficially Own Company Securities but not Beneficially Own more than fifty one percent of the issued and outstanding number of Ordinary Shares, if IJC requests Geogem to grant IJC a proxy to cast any or all votes to which Geogem is entitled in respect of the Ordinary Shares that Geogem Beneficially Owns, whether at any annual or special meeting of shareholders of the Company, Geogem shall grant IJC such proxy.

In the event that IJC shall transfer Ordinary Shares from IJC to IJC Transferees and IJC shall no longer Beneficially Own Company Securities, then for so long as any such IJC Transferee shall Beneficially Own Company Securities but not, when taken together with all other IJC Transferees, Beneficially Own more than fifty one percent of the issued and outstanding number of Ordinary Shares, such IJC Transferee may exercise the rights granted to IJC by Section 2.01 on a *pro rata* basis in the proportion that such IJC Transferee's Beneficial Ownership of Ordinary Shares relates to the aggregate Beneficial Ownership of Ordinary Shares of all such IJC Transferees.

ARTICLE 3 TRANSFER AND ACQUISITION

Except with the prior consent in writing of IJC, which consent may be withheld at the sole discretion of IJC, Geogem shall not Transfer to any Person any Company Securities Beneficially Owned by Geogem; *provided that* Geogem may Transfer up to an aggregate of 550,000 Ordinary Share without such consent.

Other than the Geogem Holding, except with the prior consent in writing of IJC, which consent may be withheld at the sole discretion of IJC, Geogem shall not acquire Beneficial Ownership of any Company Securities.

ARTICLE 4 NO CONFLICTING AGREEMENTS

Geogem shall not (i) grant any proxy or enter into or agree to be bound by any voting trust or agreement with respect to the Company Securities, except as expressly contemplated by this Agreement, (ii) enter into any agreement or arrangement of any kind with any Person with respect to any Company Securities inconsistent with the provisions of this Agreement or for the purpose or with the effect of denying or reducing the rights of IJC under this Agreement, including agreements or arrangements with respect to the Transfer or voting of its Company Securities or (iii) act, for any reason, as a member of a group or in concert with any other Person in connection with the Transfer or voting of its Company Securities in any manner that is inconsistent with the provisions of this Agreement.

ARTICLE 5 MISCELLANEOUS

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. IJC may assign this Agreement and any right or remedy arising hereunder or by reason hereof to any IJC Transferee. Geogem may not assign this Agreement or any obligation hereunder or by reason hereof to any Person.

All notices, requests and other communications to any party shall be in writing and shall be delivered in person (including by courier), mailed by certified or registered mail, return receipt requested, or sent by electronic mail (so long as receipt of such electronic mail is requested and received) to: if to IJC, C/O Karooooo Ltd., 10 Anson Road #12-14, International Plaza Singapore 079903; Email: zak.calisto@catrack.com; and if to Georgem, C/O Juan Marais, 21 Penhurst avenue, Essexwold, Bedfordview, South Africa.

; Email: juan@cartrack.com.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

4

The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 5.02 shall be deemed effective service of process on such party.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Electronic signatures complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail or other transmission

5

method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

This Agreement constitutes the entire agreement among the parties hereto and supersede all prior and contemporaneous agreements and understandings, both oral and written, among the parties hereto with respect to the subject matter hereof and thereof.

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Isaias Jose Calisto

By: /s/ Isaias Jose Calisto

Name: Isaias Jose Calisto

Georgem Holdings (Pty) Ltd.

By: /s/ Juan Marais

Name: Juan Marais

Title: Director
