

# MANDATE TO FACILITATE THE SALE OR PURCHASE OF SHARES ON AN OTC BASIS

between

## SENWES LIMITED

(Registration number 1997/005336/06)  
**Authorised Financial Services Provider**  
FSP NO: 13963  
**("Senwes")**

and

\_\_\_\_\_  
(full names and surname)

for and on behalf of: \_\_\_\_\_  
(if the shares are in the name of a Partnership, CC, Trust or Company)

### with the following Client particulars:

Identity no: \_\_\_\_\_ Registration no: \_\_\_\_\_

Income Tax no: \_\_\_\_\_ VAT reg no: \_\_\_\_\_

Shareholder no: \_\_\_\_\_ Senwes customer no: \_\_\_\_\_

Marital status: Not Married ☐ Married ☐  
In Community of Property ☐ Out of Community of Property ☐

(if married **in** Community of Property – Spouse to complete and sign the attached Annexure)

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postal code: \_\_\_\_\_

Postal address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Postal code: \_\_\_\_\_

Telephone no: \_\_\_\_\_ Cell phone no: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Cell phone number(s) of next of kin: \_\_\_\_\_

Preferred Language: ☐ Afr ☐ Eng Gender: ☐ Male ☐ Female RSA Resident: ☐ Yes ☐ No

Country: \_\_\_\_\_

### Bank details:

Acc. Holder Name: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Branch: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

Account Type: \_\_\_\_\_ (Current or Savings)

Are you a director of Senwes Limited or any of the subsidiaries of the Senwes Group? \_\_\_\_\_

Are you directly or indirectly related to a director of Senwes Limited or any subsidiary companies of the Senwes Group? \_\_\_\_\_

## 1. Mandate

- 1.1 The Client hereby authorises and appoints Senwes as the Client's agent and financial intermediary in terms of this Mandate (hereinafter referred to as "**this Mandate**"), to facilitate the administration and payment of transactions in respect of the purchase and/or the sale of any, or both, of Senwes and/or Agribel Holdings Limited ('the Companies') securities ("**shares**") between a Purchaser on the one hand and a Seller on the other as provided and contemplated in this Mandate and the OTC Administration Desk Manual, published on the Senwes website and which forms part of this Mandate by means of reference. These are jointly referred to as "**the Mandate**" or "**the Agreement**".
- 1.2 The scope of the Mandate is limited to -
- 1.2.1 Instructions regarding transactions relating to Senwes and Agribel shares only; and
- 1.2.2 the sale and purchase of Senwes and Agribel shares only in instances where corresponding counter-parties have concluded a transaction between themselves (i.e. buying and selling only).
- 1.3 The purchase and sale of shares are negotiable between shareholders of the Companies and/or potential investors. Investors should, however, note that the Companies are unlisted public companies and that the rules of the Johannesburg Stock Exchange ("JSE") and the provisions of the Financial Markets Act, 19 of 2012 ("FMA"), excluding Chapter X, do not apply to the trading of their shares.
- 1.4 Shares are traded over-the-counter ("OTC"). OTC share transactions refer to share sale transactions negotiated directly and mutually between willing Purchasers and willing Sellers of shares. Senwes, through its OTC Administration Desk ("OTC Desk"), will facilitate the identification of willing purchasers and sellers and the transfer of shares in terms of transactions negotiated and concluded between purchasers and sellers. Since shares are traded OTC, the provisions of the FMA, with the exception of Chapter 10, do not apply to Companies or transactions in its shares and no protection is offered to the purchaser or seller in terms of the FMA.
- 1.5 Senwes will act as administrator to execute the transaction negotiated and concluded between the purchaser and seller in terms of the transfer of shares and the updating the Companies' securities registers. Senwes will, however, only perform the transfer of shares if the terms and conditions of this Agreement have been complied with including, but not limited to, the submission of all the required documents to the OTC Desk, the payment of the purchase price by the purchaser, the payment of the required fees and securities transfer tax ("STT") to Senwes.
- 1.6 Senwes will keep record and publish information relating to the price and volume of past share transactions of the Companies on the Senwes website.
- 1.7 The Client hereby appoints, with the right of substitution, the Group Company Secretary of Senwes, *ex officio*, or any executive director of Senwes to complete and sign any transfer deed and other relevant documents which may be required to execute this mandate and to transfer the shares concerned from the seller as transferor to the purchaser as transferee thereof.
- 1.8 In the event that the Client sells his/her shares, as per his/her instructions from time to time, the Client relinquishes all right, title and interest which the Client has in and in respect of the shares and confirms and agrees that the Client will ratify and confirm all actions taken by the agent in terms of this mandate.
- 1.9 The Client warrants that the shares are the Client's sole property, free of any encumbrance or liability or right of third parties (e.g. security holders), save for any encumbrance in favour of Senwes or Agri Credit Solutions (Pty) Ltd, a related party of Senwes, if applicable.
- 1.10 The Client warrants that the Client does not have inside information as defined in chapter X of the FMA and indemnifies the Companies and their employees and officers against any damage, loss or accountability which they may encounter due to the breaching of such warranty.
- 1.11 The Client warrants that in the case of the purchase of shares by the Client, the relevant funds and the source of such funds are legitimate and not directly or indirectly the proceeds of any unlawful activity (including without limitation any contravention of the South African Exchange Control Regulations), as defined in the Prevention of Organised Crime Act, No. 121 of 1998 as amended, and the Financial Intelligence Centre Act, No. 38 of 2001, as amended.

## 2. Fees

- 2.1 The Client shall be liable to pay administrative fees, securities transfer tax and any levies, as may be required from time to time, and as published on Senwes website: [www.senwes.co.za](http://www.senwes.co.za).
- 2.2 The Client accepts and acknowledges, in the event of the purchase of shares, that the purchase consideration, together with prevailing fees, shall be paid to Senwes in the account as nominated below, prior to an instruction to facilitate a transaction by Senwes: provided that if the Client fails to make such payment, the provisions of clause 4.2 below shall be applicable.

### **3. Authorised Financial Intermediary**

- 3.1 Senwes as Financial Services Provider hereby confirms that in terms of the Financial Advisory and Intermediary Services Act, it is authorised to provide financial services to clients.
- 3.2 Senwes is authorised by the Financial Sector Conduct Authority to act as Intermediary in FSP Category I, with the specific authorisation to render intermediary services as well as the relevant sub-categories that correspond with the financial products offered by Senwes.

### **4 General Terms and Conditions**

- 4.1 The Client indemnifies the Companies and holds the Companies harmless in respect of any income tax or other tax or levy of whatsoever nature in respect of which the Client may become liable or which may become payable pursuant to anything done by the Companies on the Client's behalf in terms of this mandate, and in particular tax on interest accruing for the Client's benefit on any cash amount deposited by Senwes in terms of this mandate.
- 4.2 The Client indemnifies the Companies and any third party with whom the Companies may contract on the Client's behalf and holds the Companies and any such third party harmless from -
- 4.2.1 Any loss incurred on the Client's behalf pursuant to any *bona fide* transaction in terms of this mandate; and
- 4.2.2 Any and all claims, damages, including special and consequential damages, liabilities, costs and expenses, including attorney's fees, which may be brought against the Companies subsequent to and as a result of the execution of the mandate.
- 4.3 Nothing herein contained shall, however, absolve the Companies from liability for loss suffered by the Client or any other person through any act of fraud, theft, bad faith, dishonesty or gross negligence on the Companies' part or on the part of the Companies' employees. The foregoing notwithstanding, the Companies assume no liability whatsoever for any act of fraud, theft, bad faith, dishonesty or gross negligence on the part of any third party as mentioned above, or on the part of any such third party's employees. Nor do the Companies assume any liability in the event of the insolvency or subsequent sequestration or liquidation of such third party's estate.
- 4.4 The Client consents to Senwes recording any telephone conversations between the Client and any member of the Companies' staff and acknowledges that this is an international practice and is used solely for the purposes of resolving any disputes which may arise concerning telephonic advice or instructions.
- 4.5 The Client acknowledges that Senwes, nor any third party whom Senwes may instruct on the Client's behalf, will be required to make any payment to the Client's order, without written instructions to that effect from the Client together with an indemnity in this regard.
- 4.6 Where confirmation of a transaction is transmitted to the Client through an electronic medium, Senwes will not be liable to the Client or any other person receiving the confirmation for or in respect of any direct, indirect or consequential liability, loss, damage or cost of any kind or nature arising by virtue of the fact that the confirmation is sent through an electronic medium, whether or not as a result of the destruction of data, system malfunction, interruption of communication links or any other problem over which Senwes has no control.
- 4.7 The Client hereby expressly consents that the client's personal information may be disclosed to proposed sellers and/or purchasers for purposes of facilitation of a transaction to buy or to sell shares only and as contemplated in the Protection of Personal Information Act, 4 of 2013, as amended. Shareholders, brokers, potential investors, representatives and authorised representatives further agree that their identity and contact may, on request, be revealed to a potential or actual investor or shareholder and any other party who has a legitimate interest in the identity of the actual or potential purchaser or seller.
- 4.8 Senwes and the Client choose as their respective *domicilia citandi et executandi* for the purpose of the service of all notices and process pursuant to this mandate, their respective physical addresses appearing in this mandate, or such other physical and postal addresses as may be stipulated by notice in writing, which change will become effective 21 days after the date of such notice.
- 4.9 This mandate contains all terms and conditions governing the contractual relationship between Senwes and the Client. There are no terms, conditions, arrangements, understandings, warranties or representations in relation to the subject matter of this mandate, and which bind the parties, which are not set out in this mandate.

### **5. Confidentiality**

Senwes will keep confidential any information relating to this mandate as well the facilitation of share transactions as contemplated herein and will not disclose any information about the Client or the Client's instructions, unless disclosure is required to ensure compliance with applicable legislation.

**6. Covering law and Jurisdiction**

- 6.1 This Agreement will be governed by the law of the Republic of South Africa.
- 6.2 Any legal proceedings which one party may wish to bring against the other may, at the election of Senwes, be instituted in the Magistrate's Court, even where the amount in dispute may exceed the amount which would otherwise fall within the jurisdiction of that court.

**7. Whole Agreement**

This Agreement contains the whole agreement between the parties and replaces and supersedes any prior agreement.

**8. Variation to the Agreement**

- 8.1 Subject to clause 10 below, no alteration or variation of this mandate will be of any force or effect unless it is recorded in writing and signed by both parties.
- 8.2 No relaxation or latitude by one party to the other will constitute a waiver of that party's rights in terms of this agreement or prevent that party from enforcing strict and punctual compliance with the terms of this agreement.

**9. Termination**

- 9.1 Either party may terminate this Agreement immediately by notice in writing to the other party.
- 9.2 Save as specifically provided for, termination will not excuse either party from performing any obligation which is outstanding at the time of termination.

**10. General**

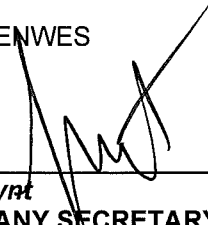
- 10.1 This Agreement will be made available on Senwes' website at [www.senwes.co.za](http://www.senwes.co.za). The Client and Senwes acknowledge and confirm that:
- 10.1.1 the terms and conditions may be amended from time to time without prior notice to the Client; and
- 10.1.2 The Client is responsible to review the terms and conditions to ensure that he/she is aware of any amendments thereto since the conclusion of any previous transactions.

**Bank Information:**

Account Name: **Senwes Aandele Verhandelings Trust**  
Bank: **ABSA Bank**  
Branch: **Klerksdorp**  
Branch code: **334 338**  
Account number: **405 706 8314**  
Reference number: **Shareholder no. / Client no. / ID-number**

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

For: SENWES

  
\_\_\_\_\_  
**EM Joynt**  
**COMPANY SECRETARY**  
**DULY AUTHORISED**

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**THE CLIENT / SHAREHOLDER**  
**DULY AUTHORISED**

**SPOUSAL CONSENT***(If Married **IN** Community of Property)*

I, the undersigned \_\_\_\_\_ *(full names of **spouse**)*,  
 with Identity number \_\_\_\_\_ hereby confirm that \_\_\_\_\_  
 \_\_\_\_\_ *(full names of **Client**)* with Identity number  
 \_\_\_\_\_ is my husband / wife and that we are married In Community of  
 Property as defined in the Matrimonial Property Act, 88 of 1984 as amended.

I hereby grant my full consent for \_\_\_\_\_ *(full names of **Client**)*  
 to act independently and on behalf of our Joint Estate with regards to the purchase and/or the sale of any, or both, of  
 Senwes' and/or Agribel Holdings Limited's securities in terms of this Mandate.

I confirm that my consent is voluntary and that such consent is binding on the Joint Estate unless withdrawn by myself  
 in writing and signed in the presence of two competent witnesses.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
**SPOUSE**

\_\_\_\_\_  
**WITNESS 1**

\_\_\_\_\_  
**WITNESS 2**