

MANDATE

**Kaap Agri Limited
Registration Number 2011/113185/06**

And

**Agri Voedsel Limited
Registration Number 2007/015880/06**

Kindly initial here

MANDATE

Agreement entered into between

**Kaap Agri Bedryf Limited
Registration Number: 1995/000336/06
65 Voortrekker Road, Malmesbury
(on the one hand)**

and

(The client)

**with the following particulars:
(on the other hand)**

ID No : _____ or Reg No : _____

Income Tax Number : _____

Physical Address : _____

Postal Address : _____

Tel. No.: _____

Cell No.: _____

Bank Details:

Account Name.: _____ Branch Name.: _____

Bank Name : _____ Branch Code: _____

Account No.: _____

Mandate

Kindly initial here

1. The client hereby authorises and appoints Kaap Agri Bedryf Limited as the client's agent to conclude transactions on behalf of the client in respect of the purchase and/or sale of shares in Kaap Agri Limited and/or Agri Voedsel Limited respectively.
2. The client hereby appoints the Group Secretary ex officio and/or the Financial Director of the Kaap Agri Group to complete and sign all documents which may be required to transfer the shares and execute this mandate.
3. The client agrees to ratify and confirm all actions taken by Kaap Agri Bedryf Limited in terms of this mandate.
4. Where shares are sold, the client warrants that the shares are the client's sole property, are free of any encumbrance, that the shares have not been presented for security and that third parties have no rights in respect of the shares.
5. The client warrants that the client has no inside information as defined in the Securities Services Act, Act No. 36 of 2004 and indemnifies Kaap Agri Limited, Agri Voedsel Limited, Kaap Agri Bedryf Limited and their personnel and officers against any damage, loss or accountability which they may encounter due to the breaching of such warranty.
6. 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 Organized Crime Act, No. 121 of 1998 as amended, and the Financial Intelligence Center Act, No. 38 of 2001.
7. The client indemnifies Kaap Agri Bedryf Limited and holds the company 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 company 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 Kaap Agri Bedryf Limited in terms of this mandate.
8. The client indemnifies Kaap Agri Limited and/or Agri Voedsel Limited and/or Kaap Agri Bedryf Limited and any third party with whom the companies may contract on the client's behalf against:
 - any loss incurred on the client's behalf or by the client pursuant to any bona fide transactions in terms of this mandate; and
 - any and all claims, damages, liabilities, costs and expenses, including reasonable attorney's fees, which may be brought against Kaap Agri Limited and/or Agri Voedsel Limited and/or Kaap Agri Bedryf Limited by reason of the operation of the client's account.
9. Kaap Agri Bedryf Limited is not absolved from liability from loss suffered by the client through any act of fraud, theft, dishonesty or gross negligence on the company's part or on the part of the company's employees or personnel. The

Kindly initial here

aforegoing notwithstanding, Kaap Agri Bedryf Limited assumes no liability whatsoever for any act of fraud, theft, 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 does the company assume any liability in the event of the insolvency or subsequent sequestration or liquidation of such third party's estate.

10. The client consents to Kaap Agri Bedryf Limited recording any telephone conversations between the client and any member of the company's staff, and acknowledges that this is an accepted practice and is used solely for the purpose of resolving any disputes that may arise between the parties.
11. Where confirmation of the transaction is transmitted to the client through an electronic medium, Kaap Agri Bedryf Limited 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 or any kind of 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 the companies have no control.
12. The parties 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, on condition that such changes will become effective (10) ten days after the date of such notice.
13. The client may revoke this mandate by (5) five business days' written notice, which revocation shall only take effect upon the expiry of such period.
14. This client hereby acknowledges that settlement is not guaranteed and that settlement is not warranted to take place on a predetermined date.
15. Where a price is specified at which shares are to be sold, or shares are to be bought, the shares will be placed in the market at that price or a bid to buy shares at that price will be placed in the market, however, should the price not be matched or no transaction takes place, the bid or offer will expire after (3) three months and be removed from the market.
16. Kaap Agri Bedryf Limited shall be entitled to recoup any fees due to it and reserves the right to amend such fees in writing from time to time.
17. The client acknowledges that there are certain risk associated with the use of e-mail, post and/or facsimile and hereby indemnifies Kaap Agri Bedryf Limited in respect of any loss or damages resulting from the use of facsimile, post or e-mail instructions.
18. This mandate contains all terms and conditions governing the contractual relationship between Kaap Agri Bedryf Limited 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.

Kindly initial here

19. This mandate may only be amended or modified by written agreement between the parties.

Signed at _____ on this ____ day of _____ 20__.

**For Client
Witness:**

(Name of witness)

(Signature: Client)

**For Kaap Agri
Witness:**

(Name of witness)

(Signature: Kaap Agri Bedryf Limited)

