
Ntsako Cattle Trading Investment Agreement

1. INTRODUCTION.

Ntsako Cattle Trading operates a Feedlot on the farm Rhenosterkop. The operation is divided into two processes: Backgrounding and Final feeding. Both methods take ± 124 days to finalise. Backgrounding is preparing small calves of ± 130 kg, increasing the weight to ± 300 kg and selling to unlock a profit. Final feeding is a process to grow heavier calves from ± 300 kg to ± 530 kg and slaughtered to unlock a profit.

2. PARTIES TO THE AGREEMENT

Ntsako Cattle Trading, herein referred to as the “Client” with company reg. Number **2021/443559/07**, registered address **993 Kromdraai Avenue, Faerie Glen Ext. 28, Pretoria East, 0186**.

And

3. THIRD PARTY RIGHTS

A person not a party to this agreement shall not have any rights under or in connection with this agreement.

4. INTERPRETATION

This contract cannot be read, interpreted, or understood as a joint venture or profit-sharing agreement between Ntsako Cattle Trading and the client. Ntsako Cattle Trading is not an employee of the client.

5. CONFIDENTIALITY

- 5.1. Communication between the client and Ntsako Cattle Trading will only be with the designated persons.
- 5.2. Information about the client will be confidential.
- 5.3. Ntsako Cattle Trading processes, feed formulation, and management interventions will be confidential.

6. INVESTMENT

- 6.1. Ntsako Cattle Trading offers an investment opportunity whereby an investment of a minimum of **R18 000.00** (eighteen thousand rands) or multiples of **R18 000.00** (eighteen thousand rands) may be invested. Every **R 18,000.00** invested represents an investment in a single cattle unit.
- 6.2. The investment period is **186** days.
- 6.3. After the investment period of **186** days, the investment matures, and Ntsako Cattle Trading will pay the client, within 14 days, a profit of **R 1620.00** (one thousand six hundred twenty rands) and the initial **R 18 000.00** (eighteen thousand rands).
- 6.4. The client may exercise the option to re-invest the **R 18 000.00** (eighteen thousand rands) for the next **186**-day period; in such instance, Ntsako Cattle Trading will only pay the profit of **R 1620.00** (one thousand six hundred twenty rands) back to the client and re-invest the **R 18 000.00** (eighteen thousand rands) for the next period of **186** days.
- 6.5. Should the client wish to invest more significant amounts, it is understood that for every **R 18 000.00** (eighteen thousand rands) sponsored, **R 1620.00** (one thousand six hundred twenty rands) profit will be paid after 186 days.
- 6.6. On the same day, the amounts reflected in the bank account of The Ntsako Cattle Trading, the investment period begins.
- 6.7. Ntsako Cattle Trading reserves the right to apply the investment amount to either the Backgrounding or Full feeding cycle as per paragraph 1.

7. GUARANTEE

In the event of the loss of an animal, the failure will not affect the investment or profit of the client.

8. IN THE EVENT OF A DISPUTE

- 8.1. In the event of a dispute, both parties will seek a resolution by consultation and discussion. Initially, the party who wishes to bring the debate to the notice of the other will do so in writing. The other party will respond to this in writing within five working days of receiving the notification of a potential dispute.
- 8.2. Where a resolution has been agreed upon after one or more meetings, including a site meeting (if appropriate), this shall be communicated in writing and noted by both parties.
- 8.3. Where a resolution cannot be agreed upon after several attempts, the parties will attempt to settle it by mediation.

9. GOVERNING LAW AND JURISDICTION

- 9.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed by the law of South Africa.
- 9.2. The parties irrevocably agree that the courts of South Africa shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.

10. FORCE MAJEURE EVENT

- 10.1. A party, provided that it has complied with the provisions of clause five, shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement (and, subject to clause five, the time for performance of the duties shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:
- a) Acts of God, including but not limited to fire, flood, earthquake, windstorm, or another natural disaster.
 - b) War, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off diplomatic relations, or similar actions.
 - c) Compliance with any law.
 - d) Fire, explosion, or accidental damage.
 - e) Extreme adverse weather conditions.
 - f) Collapse of building structures, failure of plant machinery, machinery, computers, or vehicles.
 - g) Any labour dispute, including but not limited to strikes, industrial action, or lockouts.
 - h) Non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
 - i) Interruption or failure of utility service, including but not limited to electric power, gas, or water.
- 10.2. The corresponding obligations of the other party will be suspended to the same extent as those of the party first affected by the Force Majeure Event.
- 10.3. Any party that is subject to a Force Majeure Event shall not be in breach of this agreement provided that.
- a) it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out its obligations under this agreement in any way that is reasonably practicable and to resume the performance of its duties as soon as reasonably possible.

10.4. If the Force Majeure Event prevails for more than six months, any party may terminate this agreement by giving all the other parties 14 days' written notice. On the expiry of this notice period, this agreement will terminate. Such termination shall be without prejudice to the parties' rights regarding any breach of this agreement occurring before such termination.

11. Investment Activation.

The total number of cattle investing in: _____

Total Rand value of the investment: _____

Effective starting date: _____ **2023.**

Please return the signed document to The Ntsako Cattle

Trading.

A verified identity document to accompany the signed copy.

Activate an order on the Ntsako Cattle Trading website. (www.tbrcattletrading.com)

Pay the amount mentioned above into the bank account of Ntsako Cattle Trading by EFT within 7 (seven) days. The investment period begins on the same day the amount is reflected in Ntsako Cattle Trading bank account.

12. Signatures

F. Mathebula, duly authorised to sign on behalf of **Ntsako Cattle Trading (Pty) Ltd.**

Date: Signature:

Witness: Signature:

_____, duly authorised to sign on behalf of _____

Date: Signature:

Witness: Signature:

