



WAGYU
SOCIETY
OF SOUTH AFRICA

WAGYU SOUTH AFRICA / CERTIFIED WAGYU BEEF

WAGYU NEW MEMBER ACTION PAGE

NAME: De Wet NEL Trust

Initial

Trust: • Authorisation letter received by Trustees? Trust deed received.....

Received per on

Session: Yes / No Previous member name & ID

Emailed to LNR on

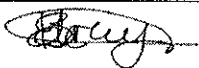
Confirm Prefix, Member nr etc. to member per.....

ACCOUNTS

- Payment received 01/07/25
- Account nr. CW0129 (WSA) CW0129 (CWB)
- New Member Invoice nr.: IN103723 02/07/25

MEMBERSHIPS

- Member from Member ID F155
- Assigned HDM FDM Breedplan Username
- Assigned PREFIX Breedplan Password
- Breedplan recording ILROnline invite
- Welcome letter to member on
- CWB Certificate sent..... Signed agreement sent
- CWB Logo & Breed specifications sent
- Add to Whatsapp group (WAGYU BREEDERS/CWB & LRF)
- Add to Supplier database
- CWB – Add to member list for audit

Subject:	Action page for new member		
Approved by:	COO	Revision:	23.1
Signature:		Effective Date:	20 July 2021
		Revision Date:	30 January 2023



CERTIFIED WAGYU BEEF NPC
118 Henry str, Westdene, Bloemfontein, 9301
Tel: 051 492 1852; Email: cwb@wagyu.org.za
www.wagyu.org.za



CWB Program			
Document Number	HO 02 Trademark license agreement	Version Number	V26.0
Created by	CWB Head office	Approved by	Fritz Bezuidenhout
Initial issue Date	October 2020	Revised date Reviewed by	December 2024 Fritz Bezuidenhout

Certified South African Wagyu Beef Trademark License Agreement

1. Introduction

The Wagyu Society of South Africa (WSA (Wagyu South Africa)) has established Certified South African Wagyu Beef (CWB) as a separate Not for Profit Company (NPC) which aims to ensure the integrity of the South African Wagyu beef supply chain and to assure the end customer of Wagyu product reliability and quality. The CWB program certifies all sectors of the Wagyu supply chain to:

- Provide a consistent and reliable message to consumers regarding Wagyu beef as a product.
- Provide the South African Wagyu industry with the opportunity to produce, market and brand the Wagyu product appropriately; and
- Protect the investment made by WSA members.

Certified South African Wagyu Beef is a registered trademark of WSA that is used to certify the origin and quality of beef that is marked and sold under this trademark. The CWB trademark is to ensure that all Wagyu produced and sold under the trademark conform to specific CWB Protocol conditions in terms of how animals were bred, reared, feedlot finished, slaughtered, processed, packed, and marketed.

Participation in the CWB program is subject to the Certified South African Wagyu Beef Trademark License Agreement (this agreement), the Certified Wagyu Beef Constitution and Regulations and the CWB program and is open to all role players in all sectors of the South African beef cattle supply chain that agree to adhere to the CWB Constitution, Regulations and CWB program which sets minimum mandatory requirements for each sector.

You are invited to apply for participation in the CWB program. By signing this document, you agree to abide by the rules and regulations of this agreement, the constitution and accompanying regulations.

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2. Application

I, the undersigned, do hereby apply to become a participant in the CWB program. I understand that if my application is approved by the CWB program committee of South Africa, the information below will be included in the Certified South African Wagyu Beef Trademark Agreement which I will then sign. I understand that in signing the Agreement I have understood the contents of the CWB constitution including the requirements and the information therein and that I will be entering into to a legally binding agreement requiring me to adhere to the terms and conditions specified in the CWB Constitution, Agreement and the CWB program.

3. Licensing

Each sector of the supply chain will have its business entities licensed to comply with the CWB program. The license principles include:

- Licensees contact details will be publicly available.
- Licensees must prominently display the CWB license certificate.
- Only Fullblood and Purebred registered bulls may be used to produce CWB progeny to a minimum breed level of F1.
- All F1, F2, F3 and non-herdbook bulls are to be castrated as soon as possible after birth and no later than within 5 months of birth.
- Beyond the commercial producer each sector should purchase Wagyu animals and/or beef from a CWB licensed entity and should sell to a CWB licensed entity.
- All phenotypic data remains the intellectual property (IP) of the producer and will not be made available to other licensees or the public. If CWB, for whatever reason, intends to use the data, permission can only be granted by the breeder who is the rightful owner.
- A genomic analysis will be used to enhance EBV's of all animals.
- CWB producers must tag all Wagyu slaughter progeny with a CWB trademarked tag, or tags as specifically approved by the CWB board, and supply a DNA sample using the Tissue Sampling Unit and provide a list of registered Fullblood/Purebred bulls used to produce the progeny to CWB.
- Feedlots or producers, where applicable, must supply feedlot entry and exit weights and dates.
- Abattoirs or producers, where applicable, must supply to CWB live animal tag/body number linkage and carcass attributes of:
 - Carcass Weight.
 - Eye Muscle Area.
 - AUS-MEAT Marble Score, or Marble Percentage if carcass camera is available.
 - Marbling Fineness if carcass camera is available.
- CWB carcasses must have a minimum level of marbling (intramuscular fat) of AUS- MEAT Marble Score 3, measured in the rib section eye muscle at the 5/6th rib. Marble Score 4 and up is marked for local and export markets. Marble Score 3 marked for the local market and labelled under CWB. Marble Score 1-2 may only be used for ground and processed beef and labelled under CWB. The minimum level for CWB marble score may be changed as recommended by the CWB Board.
- All bovine breeds may be used as dams to produce CWB progeny providing the hump height of the CWB progeny does not exceed 90 millimeters at slaughter. CWB may

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amend the allowable dam breeds from time to time as additional performance data is obtained. It is recommended to make use of Bos Taurus-breeds for F1 production.

- Cattle should be managed in contemporary/pen groups up to the point of slaughter.
- Licensees may use the CWB produced signage in their marketing. The trademarked logo may only be used separately by licensees with CWB authorisation.
- CWB licensees shall be eligible for all WSA privileges that apply to Wagyu South Africa (WSA) Associate Members.

4. Fees and charges (All Fees/Charges are VAT excluded)

CWB will apply the following charges to licensees, which CWB may amend from time to time:

- All CWB licensees must pay (included in annual fee for Seedstock producers):
 - An annual license fee R632.00 (VAT Excl.).
- Commercial/Emerging Producer must:
 - Be registered for a Department of Agriculture, Land Reform and Rural Development (DALRRD) herd designation mark and prefix through CWB at fee of R448.00 (VAT Excl.) (once-off fee).
 - Optionally purchase a CWB authorised tag bundle (matching visual tag, RFID button tag and TSU) for application to every CWB identified animal.
- In instances where the Licensee owns the whole value chain or is in a legal shareholding partnership with such entities (for example own commercial operation, own feedlot, and own abattoir), these entities will be levied (R175.00 VAT excl.) at the point of slaughter i.e. when carcasses are loaded onto the database. The fee will be revised annually by the CWB board.

CWB will fund the following supply chain functions:

- Loading data for inclusion into the Wagyu genetic analysis.
- Enabling and encouraging animal number feedback to licensed supplier.
- CWB brand marketing.
- Research and development.
- Opening of new markets.
- Coordinating the external audits.
- Coordinating the carcass imaging.
- All CWB calves need to be Sire verified using the laboratory of your choice, at their own cost. CWB will negotiate a volume discount for DNA parentage for all producers. All DNA samples (including TSU and hair sample) will be sent to the CWB office, unless special arrangements have been made as described in item (5) below.
- Administration. Licensees will pay all audit fees and charges applied by the independent auditor.



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Licensees who do not have access to a digital scanner will be encouraged to use the images from approved grading scanners, procured by CWB. The image cost is payable to CWB. The image cost would be revised from time to time in line with external service provider, Masterbeef and MEQ. Currently AFSQ & IMQAS are approved by SAMIC to do carcass imaging and grading. The carcass owner will pay the necessary service fee for carcass imaging and grading.

5. Data collection, storage, and use

CWB will collect and store data as follows:

- CWB tag bundles sent to Commercial/Emerging Producers will be registered in the CWB Register on the International Livestock Registry (ILR2) system, used by the Society.
- The CWB tag will only become active when the tag's corresponding Herd Identification Mark (number), TSU or DNA sample and required data have been submitted to CWB.
- When the TSU is returned to CWB with the DNA sample enclosed it will be:
 - Considered for sire validation as part of the random audit check.
 - Stored in the CWB TSU or sample storage unit for subsequent testing as required. CWB retains the right to SNP (Single Nucleotide Polymorphism) genotype and test the DNA sample.
 - The breeder/producer may get the approval from the CWB board if they intend to send the TSU or sample directly to a recognised laboratory. However, the onus is then on the breeder/producer to ensure compliance with the SNP genotyping database managed by the Society and various research projects.
- CWB will collect both licensed Commercial/Emerging Producer and Feedlot and Abattoir data and store it in Logix for input to the Wagyu SA Stud book genetic analysis.

The DNA and performance data shall remain the ownership of the breeder/licensee, with CWB and WSA retaining a perpetual right of storage and access which is essential for the maintenance of CWB and Wagyu SA Stud book integrity.

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TYPE OF MEMBERSHIP FOR WHICH APPLICATION IS MADE (mark A, B, C, D or E with a ✓)

1.0

Please note that we need copies of ID documents of all directors/owners/trustees to accompany every agreement.

- | A | INDIVIDUAL | B | COMPANY / CLOSED CORPORATION
| C | PARTNERSHIP | D | OTHER Describe here:
| ☒ | TRUST – Copy of the following documents must accompany your application:
1. Letter of authority from the Master, which confirms the current Trustees.
2. Trust deed, which confirms the number of Trustees.

2.0 MEMBERSHIP IS FOR (Tick as appropriate)

- ☐ Seedstock (stud)
☒ Commercial/Emerging Producer
☐ Rangeland Beef - See explanation at 2.18.
☐ Feedlot
☐ Abattoir
☐ Deboning and Meat Processing plant
☐ Wholesaler and/or Retailer
☐ Restaurant

2.1 NAME OF APPLICANT – if you are NOT an individual registering under your SURNAME.

DE WET NEL TRUST

2.2 SURNAME (if an individual)

N/A

2.3 FULL FIRST NAME(S)

N/A

2.4. TITLE (state Prof, Dr, Mr, Ms. etc.) ID nr:

2.5 VAT REGISTRATION NUMBER 4710155922

2.6 REGISTRATION NUMBER OF COMPANY / CC / TRUST T232

2.7 POSTAL ADDRESS: N/A POSTAL CODE: N/A

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2.8 PHYSICAL ADDRESS (if a farm include FARM NAME):

☒
☐

One location/farm – complete below

More than one location/farm - please provide all locations on a separate list.

PORTION 101, ORANGE FALLS 16, AUGRABIES, NORTHERN CAPE, 8874

2.9 TOWN and PROVINCE

AUGRABIES, NORTHERN CAPE

2.10 GPS COORDINATES OR GOOGLE MAPS LINK:

28°37'50.0 S 20°20'33.3 E

2.11 TELEPHONE: Home (Code + No):

N/A

2.12 TELEPHONE: Work (Code + No):

(054) 495-0488

2.13. FAX (Code + No):

N/A

2.14 CELLPHONE No:

082 493 4203

2.15 E-Mail:

ADMIN@AAATRUST.CO.ZA

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2.16. REQUEST FOR HERD LETTERS FROM DAFF FOR COMMERCIAL HERDS

(Seedstock/Stud producers can use their stud letters): Supply a 3-letter combination, e.g., ABZ, JKP, SZM. No figures (0 to 9) or special characters (\$, #, @) are allowed. These unique letters must be branded on your cattle to identify you as a breeder.

These herd letters are independent of your registered identification mark (brand) in terms of the Animal Identification Act. However, DAFF will allow you to use these letters as your official "brand." Mark not applicable "N/A" if not including a cattle herd.

1st choice: | F | D | M 2nd choice: | | | 3rd choice: | | |

Not applicable: ALREADY REGISTERED

2.17 WAGYU SUPPLIER DATABASE

The Wagyu Society and CWB has put together a Wagyu supplier database on the Wagyu website <https://wagyu.org.za/suppliers/>.

The supplier database will highlight the registered member name, contact number/-s, and contact email address/-es. If provided the company logo and website link will also be displayed. The information will be shared under each registered entity as selected in this form under point **2.0 MEMBERSHIP IS FOR**.

I give permission for CWB to put my contact details on the Wagyu Supplier Database

<https://wagyu.org.za/suppliers/>.



YES



NO

2.18 RANGELAND BEEF

Rangeland Beef under the CWB Scheme will refer to Wagyu raised for slaughter under the principles of Free Range, Slow Grown, Hormone Free and pasture reared. Animals raised under Rangeland Beef conditions will not go through the feedlot phase, instead, they are raised and reared on veld or pastures until slaughter. Veld- or pasture-reared animals are traditionally smaller to medium-framed units which are well adapted to the environment in which they are kept. It is therefore recommended that producers use a (dam line) breed to cross Wagyu that is well suited to their production environment, and which could facilitate a viable and sustainable product.

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This Agreement

dated 01 day of JULY 2025

Between the Parties

CERTIFIED WAGYU BEEF of

Suite 5, Reitz Park Office Park
118 Henry Street, Westdene
Bloemfontein
9301

And

(CWB)

DE WET NEL TRUST

[NAME OF APPLICANT AS PER ABOVE 2.1 and 2.2]

**Recitals:
(Licensee)**

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- A The CWB is the owner of the Certified South African Wagyu Beef Logo which is a registered certification trademark in the Republic of South Africa and certain other countries, and which is well-known and respected within the Republic of South Africa and internationally.
- B The CWB wants to allow the Licensee to use that Logo and the related trademarks in accordance with the terms of this agreement.
- C The Licensee has lodged a valid Application to use the Logo on specified Products.
- D. The CWB has agreed to grant a license to the Licensee for use of the Logo for the Permitted Use on the terms of this Agreement.

Disclaimer:

I, DANIËL DE WET NEL, hereby acknowledge
that I have read and understood the CWB program and Constitution that have been
provided to me by the CWB office.

Signature

Agreed Terms

6. Interpretation

6.1 Definitions

In this agreement:

"Application" means the application, either in digital or hard copy, which must be submitted to the CWB by any person wishing to use the Logo as a certification trademark on nominated products.

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"Commencement Date" means the date upon which this agreement is fully executed.

"Constitution" means the Certified Wagyu Beef Constitution and regulations which may be amended by the board from time to time, and the decisions ratified at the annual AGM (Annual General Meetings).

"License Fee" means the fees referred to in Item 1 of the schedule.

"CWB's Bank Account" means the bank account details of which are set out in Item 5 of the schedule.

"Logo" means the Logo details of which are set out in Item 2 of the schedule.

"Logo Representations" means the representations of the Logo details of which are set out in Item 4 of the schedule.

"Permitted Use" means the production of the Products according to the Protocol and Constitution.

"Producers" means the Republic of South Africa based manufacturers, processors, growers, exporters, or distributors of the Products being purchased by the Licensee pursuant to this contract.

"Products" means goods registered by the Licensee with the CWB under the Protocol as being approved to bear the Logo.

"Policies and Procedures" means the CWB program, which may be amended by the CWB board from time to time, a copy of which is annexed to the constitution as Schedule 2.

"Suppliers" means the Republic of South Africa based manufacturers, processors, growers, exporters, or distributors of the Products being sold by the Licensee pursuant to this contract.

"Trademark Registration Details" means the Trademark registration details which are set out in Item 3 of this schedule.

"Trademarks" means.

- (i) the Logo.
- (ii) the Trademark Registration Details
- (iii) the Logo Representations; and
- (iv) such other registered or unregistered trademarks which the CWB notifies in writing to the Licensee from time to time.

6.2 Construction

In this agreement unless the context otherwise requires:

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- (a) words importing the singular include the plural and vice versa.
- (b) words importing any gender include the other genders.
- (c) References to persons include corporations, partnerships and any other entities recognized by law.
- (d) references to clauses and schedules are to clauses of and schedules to this agreement; and
- (e) references to R or Rand are to Republic of South Africa Rand currency.
- (f) if a word or a phrase is defined, cognate words or phrases have corresponding definitions.

7. Grant of license

7.1 Grant of license

Subject to the terms of this agreement, the CWB grants to the Licensee a license to use the Trademarks on or in relation to the Products for the Term.

7.2 CWB program

The CWB Assured Policies and Procedures forms part of this agreement and a breach of same will amount to a breach of this agreement.

7.3 Rights personal to the Licensee

The rights given by this agreement are personal to the Licensee and are not saleable or transferable in any manner whatsoever and the Licensee must not in any way sublicense, encumber, mortgage or grant rights under this agreement to any other person other than in accordance with the terms of this document and any attempt to do so will be void.

8. Grant of license

8.1 Use of the Trademarks

- (a) The Licensee acknowledges that the Logo and the Logo Representations are of immense value to the CWB and have a significant international reputation which would

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suffer great damage if the Licensee were to use the Trademarks other than in accordance with this agreement.

- (b) The Licensee must therefore only use the Trademarks in accordance with this agreement and the Protocol.

8.2 Recognition of validity of the Trademarks

- (a) The Licensee must not challenge or in any manner impugn the validity or, where applicable, the registration of the Trademarks, ownership by the CWB of the Trademarks or the exclusive rights of the CWB to act appropriately for the protection of the Trademarks.
- (b) The Licensee acknowledges that:
- (i) all intellectual property rights in the Trademarks are owned by the CWB; and
 - (ii) the Licensee has no right, title, or interest in the Trademarks other than the rights granted by this agreement.

8.3 Reporting infringement

The Licensee must promptly report to the CWB particulars of any use by any third party of a trade name, trademark, copyright work or get up of goods, mode of advertising, mark or design which might reasonably amount to infringement of any of the Trademarks or to unfair competition or passing off or other equivalent or similar breach of any applicable law.

8.4 Allegations of invalidity

If the Licensee becomes aware that any third party alleges that the Trademarks are invalid or that the Trademarks infringe any rights of that third party or that the Trademarks are open to any other form of attack the Licensee must not make any admission but must promptly report full details of the matter to the CWB.

8.5 Conduct of proceedings

The CWB will have the conduct of all proceedings relating to the Trademarks but nothing in this agreement will impose any obligation on the CWB to defend any action or proceedings in relation to the Trademarks or take proceedings for their infringement or passing off.

8.6 Full co-operation

If the CWB in its absolute discretion takes or defends any proceedings relating to the Trademarks, the Licensee must fully co-operate with the CWB and provide any assistance reasonably required in relation to such proceedings.

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8.7 Indemnity

The Licensee will indemnify the CWB against any action or claim brought against the CWB as a result of the Licensee's use of the Trademarks.

9. Warranty and Indemnity

9.1 Warranty

The Licensee warrants that:

- (a) the Products will always comply with the rules and conditions for the use of the Trademarks as detailed in the Protocol.
- (b) it will maintain documentary records sufficient to demonstrate the compliance of the Products with the relevant criteria set out in the Protocol.
- (c) all material published by it on the CWB's website is true and correct, complies with the law and does not infringe the rights of any third party.

9.2 Indemnity

The Licensee must indemnify the CWB against all losses, costs, demands, expenses, and liabilities whatsoever arising out of or referable to any circumstances which would not have arisen but for a breach of the warranties given in clause 6.1.

10. License Fee (VAT excluded)

10.1 Payment of License Fee

In consideration of the rights granted to it by the CWB under this agreement, the Licensee must pay to the CWB the License Fee as prescribed in Item 4 of this agreement.

10.2 Payment to nominated account.

All payments to the CWB under this agreement must be made to the CWB's Bank Account.

10.3 Licensee to keep accounts and records.

During the Term and thereafter for a period of 24 months after the dates of the transactions to which they relate, the Licensee must keep at its principal office true and correct accounts

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and records of all sales and records of the Products.

11. Compliance audit and inspection of documents

11.1 Compliance audit

- (a) The Licensee agrees to submit to compliance audits in respect of its use of the Trademarks as may be required from time to time by the CWB during the Term and Conditions as set out in the CWB program.
- (b) The Licensee must cooperate fully with EXTERNAL AUDITORS in their conducting a compliance audit under clause 8.1(a).
- (c) The Licensee agrees to pay the costs associated with conducting any such audit. CWB will annually engage with EXTERNAL AUDITORS to restrict such fees to the absolute minimum.

11.2 Inspection of documents

At the time of the CWB or its authorised representatives conducting an audit under clause 8.1 or after giving reasonable notice, the CWB or its representatives may inspect and audit the accounts and records of the Licensee relating to the production and sale of the products and all other matters directly or indirectly relevant to the calculation of the amount of any payment due to the CWB.

The CWB or its representatives may take copies of or extracts from any such records.

12. Term

This Agreement will commence on the Commencement Date and will continue unless terminated under clause 13.

13. Termination

13.1 Termination by Either Party

This agreement may be terminated:

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(a) by the mutual agreement of the parties in writing.

or

(b) by either party by notice to the other party if

- (i) the other party fails to remedy any breach of this agreement within 14 days of receiving written notice from the first party requiring it to do so or commits any breach of this agreement incapable of remedy.
- (ii) the other party has an agent in possession, mortgagee in possession, administrator, manager and receiver or receiver appointed of the whole or any substantial part of its assets or if any order is made or a resolution passed for the winding up of the other party.

or

- (iii) the other party becomes insolvent or makes an assignment for the benefit of creditors or any arrangements pursuant to bankruptcy law or if the other party discontinues business or if the other party ceases to do business.

13.2 Termination by CWB

The CWB will have the right to terminate this agreement and the licenses under it immediately by notice in writing to the Licensee upon the happening of any of the following events:

- (a) the Licensee does not meet the requirements of Clause 5.1 and in particular.
 - (i) uses the Trademarks in a way that is likely to damage their reputation or that of the CWB; or
 - (ii) uses the Trademarks on products not manufactured or grown in the Republic of South Africa; or Namibia, Botswana, Kenya and Zambia
 - (iii) uses the Trademarks on products other than the Products; or
- (b) the Licensee commits or suffers any act or omission which does or is likely to damage the reputation of the Trademarks or that of the CWB.

14. Consequences of Agreement Ending

14.1 No use after termination or expiry

The rights of the Licensee to use the Trademarks will expire with this agreement and following termination of this agreement the Licensee will not at any time use the Trademarks or any other name or sign confusingly similar to the Trademarks.

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14.2 Rights and obligations of the Licensee

- (a) Where the agreement is terminated by the CWB pursuant to clause 13, the Licensee must within 14 days withdraw from sale any products carrying the Trademarks on their packaging and remove or cause to be removed from public display any sign, label or poster incorporating the Trademarks in the possession power or control of the Licensee and provide the CWB with a declaration that it has done so.
- (b) Where the agreement is terminated by the Licensee for whatever reason, the time frame associated with the termination should be such that the contract remains in place until there is no further stock for sale which carries the Trademarks on its label or packaging. Thereafter, the Licensee must make no further use of signage or point of sale material which carries the Trademarks and must remove them or cause them to be removed from public display and provide the CWB with a declaration that it has done so.

15. Variations to Agreement

Any modification, alteration, change or variation of any term and condition of this agreement will only be made in writing and executed by the parties.

16. Severability

The provisions of this agreement will be deemed to be severable and any invalidity of any provision of this agreement will not affect the validity of the remaining provisions.

17. Notices

17.1 Notices by electronic mail

Any notice required or authorised to be given by any party to another concerning anything relating to this agreement will be in writing and may (without prejudice to the use of any other method) be given by being sent by electronic mail to the email address stated in Item 6. Any notice given by electronic mail will be deemed to have been properly served when the sender's electronic mail system produces a return receipt or confirmation stating that the electronic mail was received by the addressee.

17.2 Notice when the office is not open.

If any notice given under this clause is given on a day when the office of the party to whom it is addressed is not open for business the notice will be deemed to have been given on the

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next day on which such office is open for business.

18. Entire Agreement

This agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties or agreements between the parties relating to the subject matter and this agreement is not based upon any representations as to profit or worth nor has any representation been made (whether by this agreement or otherwise) to induce the Licensee or the CWB to accept and execute this agreement.

19. Governing Law

This agreement will be construed in accordance with and be governed by the laws of the Republic of South Africa and the parties hereby submit to the authority of the Courts of the Republic of South Africa.

20. Schedule

Item 1 License Fee (VAT included)

The license fee is that amount in the Republic of South Africa Rand set in accordance with the current fee schedule as set out in point 4 in the CWB program.

These amounts **include** VAT which may be reclaimed in the form of input tax - we will furnish you with a VAT invoice after your membership is registered.

Foreigners that join, do not pay 15% VAT. Prices subject to change.

	15% VAT included.
1. Annual membership fee (2024/2025 Fee)R726.80	R <u>726.80</u>
2. Once-off Registration fee for stud prefix.....R515.20	R <u>515.20</u>
TOTAL	R <u>1,242.00</u>

BANKING DETAILS:

FNB, Preller Plein Branch, Branch code 230 234, Account number 630 816 009 92
Account name: Certified Wagyu Beef NPC

Please
initial here



CERTIFIED WAGYU BEEF NPC
118 Henry str, Westdene, Bloemfontein, 9301
Tel: 051 492 1852; Email: cwb@wagyu.org.za
www.wagyu.org.za



Please see attached our annual 2024-2025 fees or visit our website at
<http://wagyu.org.za/>

Item 2 The Logo

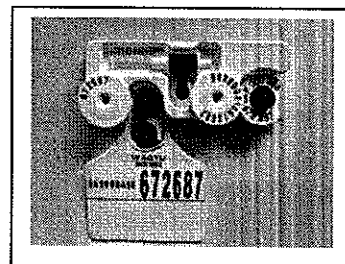
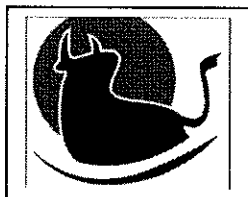
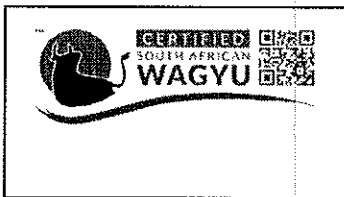


Item 3 Trademark Registration Details

The Trademark Republic of South Africa registration details are as follows:

Trademark Owner	Trademark	Registration number	Commencement date	Classes
Wagyu Society of South Africa	Refer to Item 2	2018/12135-8	20180502	29,31,35,44 44

Item 4 Logo Representations





CERTIFIED WAGYU BEEF NPC
118 Henry str, Westdene, Bloemfontein, 9301
Tel: 051 492 1852; Email: cwb@wagyu.org.za
www.wagyu.org.za



Item 5 CWB's Bank Account

Bank name:	First National Bank (FNB)
Branch:	Preller Plein
Branch code:	230 234
Account name:	Certified Wagyu Beef
Account number:	630 816 009 92
VAT no:	4380284317

Item 6 Contact Details

For the CWB:

Director CWB or representative

Certified Wagyu Beef
118 Henry Street
Westdene
Bloemfontein
9330

Tel: +27 51 492 1852

E-mail: cwb@wagyu.org.za

Please
initial here



CERTIFIED WAGYU BEEF NPC
118 Henry str, Westdene, Bloemfontein, 9301
Tel: 051 492 1852; Email: cwb@wagyu.org.za
www.wagyu.org.za

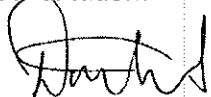


21. Execution

Executed by Certified Wagyu Beef, in accordance with the Animal Improvement Act 1998

By the Licensee

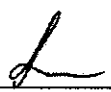
Executed by the Licensee in accordance with its Constitution:



Signature

DANIËL DE WET NEL

Print Name



Witness

CORNELIA HOOMAN

Print Name

By the CWB Representative (Office Only)



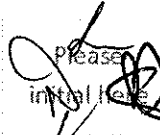
CWB Authorised Representative

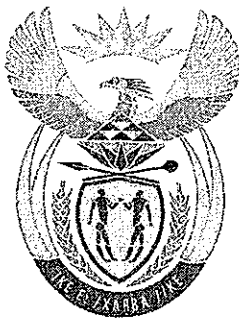
I van Tonder

Print Name

Witness

Print Name


Please
initial here



DEPARTMENT: JUSTICE AND CONSTITUTIONAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

MAGTIGINGSBRIEF

Ingevolge artikel 6(1) van die Wet op Beheer oor Trustgoed, 1988 (Wet 57 van 1988)

No. T232

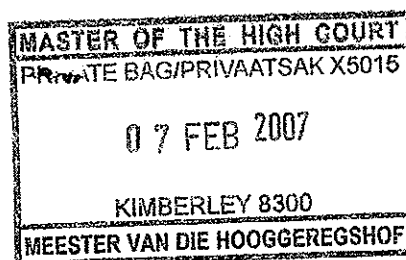
Hiermee word gesertifiseer dat:

JACOBUS ESTERHUYSEN
(Id. No. 550703 5050 08 6);
DANIËL DE WET NEL
(Id. No. 650925 5020 08 7) en
FRANCOIS DE WET NEL
(Id. No. 770225 5168 08 4)

gemagtig word om as trustee(s) van die **DE WET NEL TRUST** op te tree.

Gegee onder my hand te **KIMBERLEY** op hede die **7de** dag van **FEBRUARIE 2007**.


Asst. MEESTER VAN DIE HOOGEREGSHOF
(KIMBERLEY, NOORD-KAAPSE AFDELING)





REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:
NEL
Names:
DANIEL DE WET
Sex:
M
Nationality:
RSA
Identity Number:
6509255020087
Date of Birth:
25 SEP 1965
Country of Birth:
RSA
Status:
CITIZEN



Signature:



Conditions:

This card has been issued by the
Department of Home Affairs in terms of the
Identification Act, Act 68 of 1997

Date of Issue:
02 MAR 2014

If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 60 11 90

000281385





REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:

NEL

Names:

FRANCOIS DE WET

Sex:

M

Nationality:

RSA

Identity Number:

7702255168084

Date of Birth:

25 FEB 1977

Country of Birth:

RSA

Status:

CITIZEN



Signature:

iD

Conditions:

Date of Issue:

This card has been issued by the
Department of Home Affairs in terms of the
Identification Act, Act 68 of 1987

16 AUG 2019

If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 60 11 80

PSA



112097137





REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:
ESTERHUYSEN
Name:
JACOBUS
Sex:
M
Nationality:
RSA
Identity Number:
6607035050086
Date of Birth:
03 JUL 1965
Country of Birth:
RSA
Status:
CITIZEN



Signature:



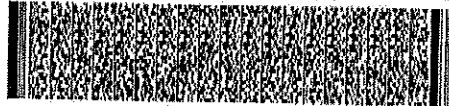
Conditions:

This card has been issued by the
Department of Home Affairs in terms of the
Identification Act, Act 68 of 1997

Date of issue:
25 AUG 2017

If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 90 11 90

107271275





**DU TOIT
VAN DEN HEEVER**
I N G E L Y F / I N C O R P O R A T E D

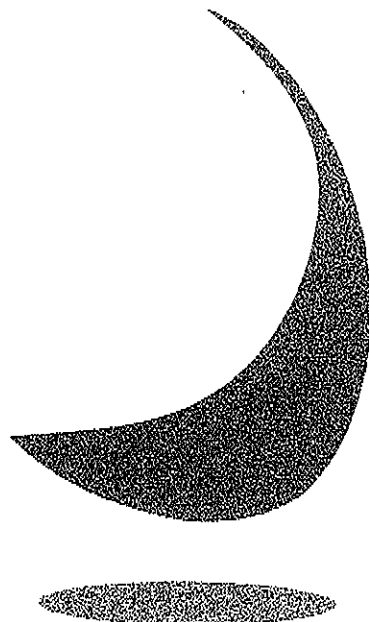
MASTER OF THE HIGH COURT
PRIVATE BAG/PRIVAATSAK X5015
25-07-2016
KIMBERLEY 6300
MEESTER VAN DIE HOOGGERECHTSHOF

GEWYSIGDE TRUSTAKTE

van die

DE WET NEL TRUST

(REG NR T 232)



GEWYSIGDE TRUSTAKTE

AANGEGAAN DEUR EN TUSSEN:

HENDRINA MARIA NEL

(Identiteitsnommer 401209 0022 089)

(Hierna genoem "DIE OPRIGTER")

en

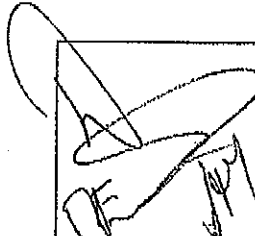
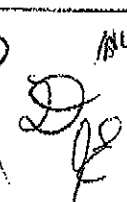
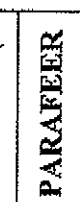
- | | |
|-------------------------------|-------------------------|
| 1. DANIËL DE WET NEL | (ID NO 650925 5020 087) |
| 2. FRANCOIS DE WET NEL | (ID NO 770225 5168 084) |
| 3. JACOBUS ESTERHUYSEN | (ID NO 550703 5050 086) |

(Hierna genoem "DIE TRUSTEES")

Aangesien die OPRIGTER begerig is om die hierinvermelde trust te skep vir en ten behoeve van die hiemagenoemde KAPITAALBEGUNSTIGDES onderhewig aan die terme en voorwaardes soos meer volledig hierin later uiteengesit:

DERHALWE WORD GETUIG

In hierdie trustakte, tensy die inhoud uitdruklik andersluidend is, sal woorde met enkelvoudige betekenis ook die meervoud insluit en omgekeerd, die manlike en vroulike woorde sal omgekeerd die een die ander insluit en woorde wat na persone verwys, sal ook regspersone insluit en die volgende uitdrukkings wat in hierdie trustakte gebruik word, sal die betekenis dra soos hierin later aan hulle toegeskryf, tensy die inhoud uitdruklik andersluidend is, naamlik:




PARAFEEER

TRUST

Die TRUST wat ingevolge hierdie trustakte opgerig is;

TRUSTEES

sal beteken die instansie en/of persone wat as sodanig hulle benoeming as TRUSTEES ingevolge hierdie trustakte in die eerste instansie aanvaar het en/of enige ander instansie of persone wat van tyd-tot-tyd die amp van TRUSTEE ingevolge hierdie trustakte beklee en/of hulle opvolgers tot die amp en wat te alle tye geag sal word TRUSTEES te wees van 'n TRUST in regstegniese sin waar hulle trustbates hou en bestuur vir die uiteindelijke voordeel van die KAPITAALBEGUNSTIGDES en wat inkomste betref tot voordeel van die INKOMSTEBEGUNSTIGDES;

KAPITAALBEGUNSTIGDES

wat te alle tye natuurlike persone sal wees, sal beteken:

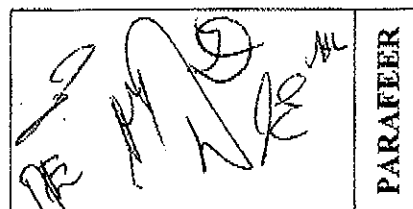
Jacobus Gideon Nel
(ID Nr 720315 5238 085)

Francois de Wet Nel
(ID Nr 770225 5168 084)

en die wettige afstammelinge van bogenoemde begunstigdes soos bepaal ingevolge klousule 8.1 hieronder;

INKOMSTEBEGUNSTIGDES

sal beteken die persone wat voordeel sal trek uit die inkomste van die TRUST kragtens klousule 8.4 hieronder;



A rectangular box containing a handwritten signature on the left and the word "PARAFEEER" written vertically on the right.

TRUSTFONDS

sal beteken die kapitaal en goedere wat van tyd-tot-tyd onder administrasie van die TRUSTEES staan, wat in die eerste plek sal bestaan uit die skenking wat gemaak word in terme van klousule 2 hiervan en daarna van alle ontvangstes ongeag die bron daarvan, en enige verdere kapitale toevoegings wat tot hierdie trust gemaak word;

BELASTING

sal insluit enige BELASTING nou hefbaar of wat later gehef mag word, met die voorbehoud egter, dat die bedrag bereken word ooreenkomstig die inkomste wat 'n persoon toeval, ongeag die benaming wat aan sodanige BELASTING gegee word en of dit gehef word deur enige Regeringsowerheid of ander bevoegde instansie;

VESTIGINGSDATUM

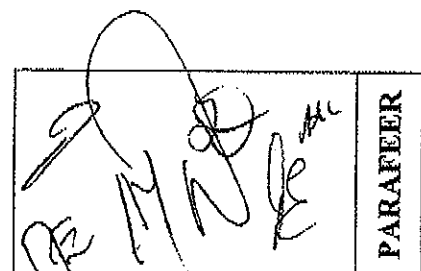
sal, onderworpe aan die bepalings van klousule 5 hieronder, beteken die datum waarop die trust sal beëindig ooreenkomstig 'n eenparige besluit van die trustees en meerderjarige begunstigdes.

1. NAAM VAN DIE TRUST

Hierdie trust sal vir alle doeleindes nou en hierna bekend staan as die

DE WET NEL TRUST

Die TRUSTEES sal geregtig wees om te eniger tyd en van tyd-tot-tyd die naam van die trust te verander.



A rectangular box containing a handwritten signature and a vertical stamp. The signature is written in dark ink and appears to be 'M. N. E.' with a large loop at the top. The stamp is a vertical rectangle with the word 'PARAFEEER' written vertically in capital letters.

2. TRUSTFONDS

- 2.1 Die OPRIGTER skenk hiermee as 'n donatio inter vivos aan die TRUSTEES die bedrag van R100.00 (EENHONDERD RAND) om deur hulle in TRUST gehou en geadministreer te word ooreenkomstig die bepalings van hierdie Trustakte.
- 2.2 Die OPRIGTER vrywaar en onthef hiermee die TRUSTEES en elke bevoordeelde in terme hiervan, teen enige eise deur hom, of van sy eksekuteur vir terugbetaling van die bedrag van R100.00 (EENHONDERD RAND), of ten aansien van enige ander belasting in verband daarmee.
- 2.3 Die skenking gemaak ingevolge klousule 2.1 hierbo, sal onmiddellik en onverdeeld vestig in die TRUSTEES, altyd egter onderhewig aan die voorwaardes van hierdie Trustakte en in besonder aan die voorwaardes van ontbinding.

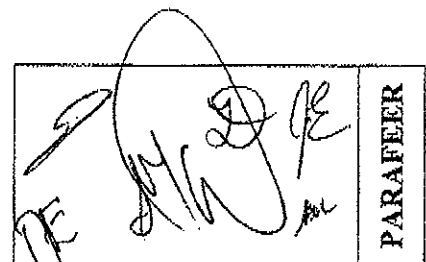
3. TRUSTEES

- 3.1 Die TRUSTEES is tans:

- 3.1.1 DANIËL DE WET NEL
 3.1.2 FRANCOIS DE WET NEL
 3.1.3 JACOBUS ESTERHUYSEN

- 3.2 Opvolging van TRUSTEES:

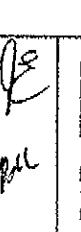
- 3.2.1 Daar sal nie noodwendig 'n verdere TRUSTEE of TRUSTEES aangestel word by die afsterwe, aftrede of onbevoegdheid van enige van die TRUSTEES nie, maar die OPRIGTER behou vir homself die reg om by wyse van sy laaste testament 'n trustee in sy plek aan te stel.



PARAFEEER

- 3.2.2 Die TRUSTEES, indien die meerderheid van hulle so sou besluit, sal die reg hê om 'n verdere TRUSTEE of TRUSTEES aan te stel.
- 3.2.3 Die TRUSTEES, indien die meerderheid van hulle so sou besluit, sal die reg hê om 'n TRUSTEE af te dank, sonder die skriftelike bedanking van sodanige TRUSTEE.
- 3.2.4 Die gesaghebbende Weesheer sal bekleë wees met die mag om 'n TRUSTEE of TRUSTEES aan te stel indien hy dit wenslik ag.
- 3.2.5 Die OPRIGTER sal geregtig wees om 'n bykomende TRUSTEE of TRUSTEES aan te stel of by wyse van sy laaste testament bykomende TRUSTEES aan te stel sowel as om die kwalifikasies, die rangorde en opvolging van aanstelling as TRUSTEES te bepaal. Hierdie reg sal ook impliseer dat sekere persone of klasse van persone gediskwalifiseer kan word vir die amp van TRUSTEE.
- 3.2.6 Die amp van 'n TRUSTEE sal *ipso facto* beëindig word en vakant wees:
- 3.2.6.1 as hy geestelik versteurd of swaksinnig raak;
- 3.2.6.2 indien hy deur 'n bevoegde hof skuldig bevind word aan 'n misdryf waarvan diefstal of oneerlikheid 'n element is;
- 3.2.6.3 indien hy nie daartoe in staat is gedurende 'n ononderbroke tydperk van nie minder nie as ses maande, om sy pligte as TRUSTEE uit te voer nie, behalwe as die ander TRUSTEES hulle toestemming tot sy afwesigheid gegee het;
- 3.2.6.4 indien hy bedank deur skriftelike kennisgewing aan sy mede



PARAFEEER

TRUSTEES te gee;

3.2.6.5 indien hy teenstrydig met die bepalings van hierdie trustakte nie in belang van die TRUST optree nie.

3.2.7 Enige TRUSTEE is geregtig om te enige tyd uit sy amp as sodanig te bedank met dien verstande dat waar so 'n TRUSTEE op daardie tydstip die enigste TRUSTEE is, hy verplig is om 'n TRUSTEE in sy plek aan te stel alvorens sy bedanking van krag word.

3.2.8 Beperking van toepassing op die trustees

3.2.8.1 Die TRUSTEES sal te alle tye verplig wees om trustbates afsonderlik van hul eie bates te hou en die trustbates sal op geen stadium deel van 'n TRUSTEE se persoonlike boedel vorm, hetsy by insolvensie of andersins nie.

3.2.8.2 Die TRUSTEE sal nie in hul persoonlike hoedanigheid aanspreeklik wees vir die skulde van die TRUST nie en ingelyks sal trustbates nie vatbaar wees vir beslaglegging deur die persoonlike skuldeisers van 'n TRUSTEE nie.

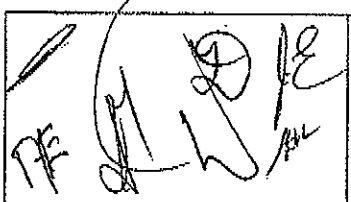
3.2.8.3 Indien die TRUSTEES aangeslaan sou word vir belasting ten opsigte van enige inkomste ontvang of toegeval aan die TRUST, mag die TRUSTEES, volgens hulle diskresie uit die inkomste van die TRUST, die aangeslane belasting betaal.

4. VERGADERINGS, VERGOEDINGS EN SEKURITEIT

DIT WORD BEPAAL:

	PARAFEE
---	---------

- 4.1 Dat behalwe waar andersluidende bepalings geld, 'n TRUSTEE 'n ander kan magtig deur middel van prokurasie om namens hom/haar op te tree, maar anders sal twee 'n kworum vorm by enige vergadering van TRUSTEES.
- 4.2 Geen skriftelike kennisgewing van 'n vergadering van TRUSTEES sal nodig wees nie, behalwe wanneer dit verlang word deur een of ander van die TRUSTEES, in welke geval sulke kennisgewing van minstens tien (10) dae gegee sal word, waarin die plek en datum van die vergadering gemeld sal word.
- 4.3 Die TRUSTEES sal gebonde wees om 'n sameroeper uit hulle geledere aan te wys en daardie TRUSTEE sal die uitsluitlike reg hê om vergaderings te belê, behalwe wanneer die ander 'n vergadering eis, in welke geval die sameroeper 'n vergadering binne tien (10) dae sal belê.
- 4.4 Die sameroeper so aangewys sal ook optree as voorsitter by alle vergaderings en sal hy/sy 'n beslissende stem geniet indien 'n stemming gelykop is.
- 4.5 Waar 'n staking van stemme plaasvind omdat die voorsitter nie sy/haar beslissende stem wil uitbring nie of om watter ander rede ookal kan so 'n geskil vir arbitrasie verwys word wat as volg sal geskied:
- 4.5.1 in die geval van 'n suiwer rekeningkundige geskil, word 'n Geoktrooieerde Rekenmeester aangewys op wie ooreengekom deur die TRUSTEES, of by gebrek aan sodanige ooreenkoms soos deur die voorsitter van die NOORD-KAAPSE GENOOTSAP VAN GEOKTROOIEERDE REKENMEESTERS, aangewys;
- 4.5.2 in die geval van enige ander geskil, word 'n senior advokaat op wie ooreengekom deur die TRUSTEES, of by gebreke aan sodanige ooreenkoms, wie aangewys sal word deur die voorsitter van die

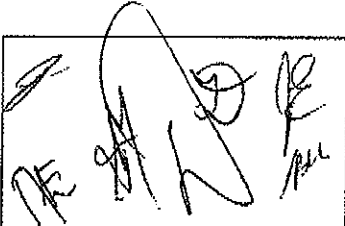
	PARAFEE
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NOORD-KAAPSE BALIERAAD;

- 4.5.3 die arbiter moet sorg dat die arbitrasie informeel geskied en, indien moontlik binne veertien dae na die verwysing afgehandel is;
- 4.5.4 die arbiter sal elke TRUSTEE die geleentheid bied om sy/haar saak te stel, hetsy skriftelik of mondelings, of by wyse van sodanige kennisgewing as wat hy geskik ag, en sal verder die verrigtinge in die algemeen reël soos hy dit goed ag;
- 4.5.5 die arbiter sal sy beslissing op skrif stel en dit sal bindend wees op die TRUSTEES;
- 4.5.6 die koste van die arbitrasie sal deur die TRUST gedra word, behalwe indien die arbiter anders bepaal.
- 4.6 Die TRUSTEES sal ook geregtig wees op terugbetaling van alle uitgawes deur hulle persoonlik aangegaan ten behoeve van die TRUST.
- 4.7 Dit sal nie van die TRUSTEES verlang word om sekuriteit te lewer aan die Weesheer of ander Staatsbeampte vir die behoorlike uitvoering van hul pligte nie, behalwe wanneer die meerderheid van die meerderjarige BEGUNSTIGDES dit te eniger tyd mag verlang in welke geval die kostes daaraan verbonde uit die fondse van die TRUST betaal sal word. Geen sekuriteit sal egter verlang word van enige TRUSTEE tot tyd en wyl die betrokke BEGUNSTIGDE die Weesheer skriftelik in kennis stel van so 'n besluit nie.

5. GELDIGHEIDSDUUR

Die TRUST sal vir 'n onbepaalde tyd voortgaan totdat dit beëindig word ingevolge 'n

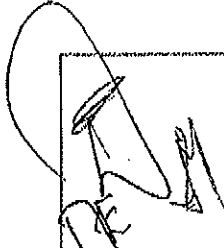
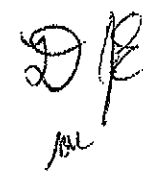
	PARAFEE
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eenparige besluit van alle TRUSTEES en meerderjarige BEGUNSTIGDES wat almal teenwoordig moet wees of by wyse van prokurasie verteenwoordig word, op 'n vergadering wat spesiaal vir die doel belê is en waarvan behoorlik kennis gegee is, soos voormeld. By die besluitneming hieroor sal slegs een stem uitgebring word vir elke vertakking van die afstammeling van die BEGUNSTIGDES soos in klousule 8 bedoel. Indien eenparigheid nie bereik kan word oor wie 'n stem mag uitbring nie, sal dit bepaal word deur loting.

6. DOELSTELLINGS

Die TRUSTEES sal die reg hê om met die bates van die TRUST te handel soos hierna uiteengesit, en sal die bevoegdhede hê afgesien van die ander magte hiervolgens aan hulle verleen:

- 6.1 om in hul vrye en absolute diskresie netto inkomste, insluitende kapitaalwinste aan te wend ten behoeve van die BEGUNSTIGDES hierna genoem, wat van tyd tot tyd in die lewe mag wees, vir lewensonderhoud, onderrig, opvoeding, siekte-onkoste, bekwaaming in 'n beroep, vestiging in 'n beroep of in boerdery of 'n ander bedryf en sou die inkomste nie voldoende wees nie, sal die TRUSTEES self in hulle uitsluitlike diskresie geregtig wees om gedeeltes van die kapitaal van die TRUST vir die voormelde doeleindes aan te wend.
- 6.2 die TRUSTEES word ook spesifiek gemagtig om winste van 'n kapitale aard gedeeltelik of in geheel aan BEGUNSTIGDES te verdeel.
- 6.3 die TRUSTEES kan van tyd tot tyd in hulle algehele diskresie en van jaar tot jaar gedeeltes van die Trustinkomste aan die BEGUNSTIGDES toesê op 'n verdelingsbasis soos deur hulle goedgekeur, hetsy slegs aan sommige van die BEGUNSTIGDES, of aan almal, of in die alternatief, skenkings aan hulle maak van kapitaal na goeddunke. Geen BEGUNSTIGDE sal geregtig wees om die

PARAFTEER

beslissings van die TRUSTEES in die toepassing van die voormelde diskresie te betwis nie.

- 6.4 die diskresie wat aan die TRUSTEES verleen word in terme van paragrawe 6.1 tot 6.3, sal 'n absolute en onbelemmerde diskresie wees en dit sal nie van die TRUSTEES verlang word om aan enige BEGUNSTIGDE hierkragtens enige rede of jurisdiksie te verstrek vir die manier waarop enige sodanige diskresie uitgeoefen is nie.
- 6.5 die diskresie wat aan die TRUSTEES verleen word, moet uitgeoefen word met inagneming van die skriftelike riglyne van die OPRIGTER, welke riglyne slegs na die dood van die OPRIGTER in werking sal tree en voorts onderworpe aan die voorwaarde dat bostaande riglyne nie tot gevolg mag hê dat die OPRIGTER of sy boedel deur sodanige riglyne bevoordeel mag word nie, onder welke omstandighede die TRUSTEES verplig sal wees om gevolg te gee aan die gemelde riglyne.
- 6.6 geen BEGUNSTIGDE sal geregtig wees om die beslissings van die TRUSTEES in die toepassing van die voormelde diskresie te betwis nie.

7. BEVOEGDHEDE PLIGTE EN MAGTE VAN TRUSTEES

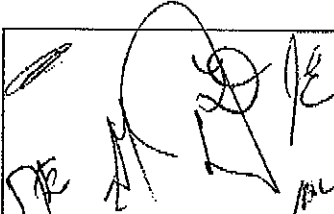
Bykomstig alle sulke pligte wat TRUSTEES regtens opgelê word, sal die TRUSTEES die volgende magte en bevoegdhede geniet:

- 7.1 Die mag om enige bate wat die TRUST van tyd tot tyd mag besit, te behou of van die hand te sit, hetsy deur verkoping per publieke veiling of uit die hand of deur middel van sessie of oordrag.
- 7.2 Om aandele te koop in enige Maatskappy en sulke aandele te verkoop. Om in

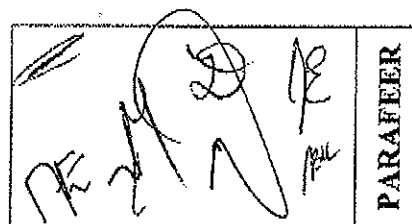
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terme van enige aandelebesit in enige Maatskappy 'n direkteur of direkteure uit hulle geledere te benoem om te dien op die direksie van sulke maatskappye.

- 7.3 Om vaste eiendom namens die TRUST aan te koop of te huur en om sodanige vaste eiendom weer te verkoop of onder te verhuur.
- 7.4 Om gelde te belê na goeëdunke in Staatseffekte, Bougenootskappe, geregistreerde Banke, op verbande oor vaste eiendomme teen sulke rentes as hulle in hulle algehele diskresie mag goed ag, om lenings te maak aan enigiemand met of sonder verskaffing van sekuriteit en teen sulke rentes as wat hulle mag goed ag.
- 7.5 Om beleggings te realiseer, seëder of oor te maak en verbande op te roep.
- 7.6 Om personeel of amptenare aan te stel en te ontslaan.
- 7.7 Om prokureurs en advokate aan te stel om namens die TRUST op te tree in enige hofgeding wat namens die TRUST aangegaan word of wat teen die TRUST ingestel mag word en verder om rekenmeesters aan te stel om behoorlike rekords te hou van die handeling van die TRUST met dien verstande dat professionele TRUSTEES sodanige aanstellings mag aanvaar om die gemelde dienste te lewer teen gewone vergoeding.
- 7.8 Om 'n bankrekening oop te maak in die naam van die TRUST by enige geregistreerde handelsbank en gelde daarin te betaal of te onttrek.
- 7.9 Om alle dokumente te onderteken wat nodig mag wees om uitvoering te gee aan enige handeling waartoe die TRUSTEES oorgegaan het in die uitvoering van hulle pligte en die TRUSTEES kan deur middel van prokurasie (spesifiek of algemeen) een uit hulle geledere magtig om alle sulke dokumente te onderteken.

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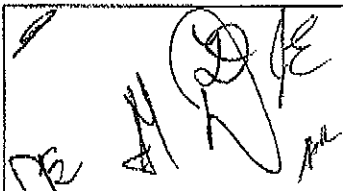
- 7.10 Die TRUSTEES sal met die bevoegdhede beklee wees waarmee direkteure van Maatskappye gewoonlik beklee is kragtens die Maatskappywet van Suid-Afrika en wat nie strydig is met die magte hierin genoem nie.
- 7.11 Die magte word hiermee op 'n onbeperkte basis verleen aan die TRUSTEES om namens die TRUST geld te leen en om die TRUST se onderneming of eiendomme onder verband te plaas of te verbind en om skuldbriewe, skuldbriefeffekte en ander sekuriteite uit te reik, hetsy regstreeks of as sekuriteit vir enige skuld, verpligting of las van die maatskappy of van enige derde party. Dit word uitdruklik bepaal dat die TRUSTEES gemagtig word om die TRUST te verbind as borg vir die verpligtinge van enige maatskappy, regspersoon of vennootskap waarin die TRUST 'n belang het of om bates van die TRUST te verpand as sekuriteit van die skuld of verpligtinge van bogenoemde instansies waarin die TRUST 'n belang het of vir die verpligtinge van die TRUST self.
- Dit word verder uitdruklik bepaal dat die TRUSTEES die bevoegdheid het om die bates van die TRUST te verbind by wyse van 'n borgstelling vir die verpligtinge van die hoofskuldenaar waar die OPRIGTER ook die hoofskuldenaar kan wees en as rugsteunende sekuriteit kan verleen, hetsy by wyse van 'n sessie of verband.
- 7.12 Om persone aan te stel om namens die TRUSTEES handelinge te verrig en vergoeding daarvoor te betaal, om agente en verteenwoordigers aan te stel, om alle prosesse, gedinge, eise, vorderings en verrigtinge in verband met die TRUST of eiendom wat val onder die TRUST, in of voor enige Hof of ander liggaam in die Republiek van Suid-Afrika of in enige ander gebied of land op die vasteland van Afrika en elders in te stel, voort te sit, te verdedig, te skik of daarvan afstand te doen.
- 7.13 Die TRUSTEES sal die reg hê om enige aandele in enige Maatskappy op enige



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plek in die wêreld te koop en te verkoop en om 'n Maatskappy of Maatskappye op enige plek in die wêreld op die koste van die TRUSTFONDS op te rig, hetsy 'n Maatskappy met beperkte of onbeperkte aanspreeklikheid, met die doel onder andere om die geheel of enige gedeelte van die TRUSTFONDS vir enige begunstigde te verkry. Die vergoeding vir die verkoping van die TRUSTFONDS of enige gedeelte daarvan aan enige maatskappy opgerig ingevolge hierdie subartikel mag geheel of gedeeltelik bestaan uit volopbetaalde skuldbriewe of skuldbriefeffekte of ander sekuriteite van die Maatskappy en mag gekrediteer word as volopbetaal en mag toegeken word aan, of andersins vestig in die TRUST en beskou word as kapitaal van die TRUST.

- 7.14 Geen TRUSTEE sal aanspreeklik wees vir enige verlies vir die TRUSTFONDS wat voortspruit uit enige swak belegging of vir die nalatigheid of bedrog van enige agent wat deur hom of deur enige ander TRUSTEE in diens geneem was (al was die indiënsneming van sodanige agent nie streng nodig of gerieflik nie) of uit enige fout of late te goeder trou deur enige TRUSTEE gemaak of uit enige aangeleentheid of saak hoegenaamd, behalwe vir sy eie persoonlike opsetlike bedrog of oneerlikheid.
- 7.15 Die TRUSTEES word deur en uit die TRUSTFONDS gevrywaar teen alle eise en vorderings van watter aard ookal wat teen hulle ingestel mag word voortspruitende uit die bevoegdhede deur hierdie Trustakte aan hulle verleen.
- 7.16 Die TRUSTEES moet van tyd tot tyd na aanvang van besigheid deur die TRUST 'n Geoktrooïeerde Rekenmeester aanstel om as die Ouditeur van die TRUST op te tree. Die TRUSTEES sal 'n rekening van die Administrasie van die Trust laat opstel deur die Ouditeur elke jaar soos op die einde van Februarie die kapitaal van die TRUST uiteengesit word met alle byvoegings daartoe en alle ontvangste en betalings deur die TRUSTEES gemaak en die wyse waarop die TRUSTFONDS gehou en belê is. Elke BEGUNSTIGDE in terme van die



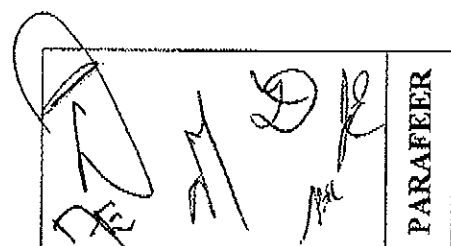
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Trustakte of sy regsverteenwoordiger sal op versoek geregtig wees op 'n ware afskrif van elke sodanige rekening, behoorlik gesertifiseer deur die Ouditeur van die TRUST op die gebruikelike wyse.

- 7.17 Die TRUSTEES word nie uit hoofde van hulle amp verbied om met die TRUST enige kontrak aan te gaan nie, en sal geen kontrak nietig wees slegs omdat die TRUSTEES 'n belang in sodanige kontrak het nie, en sal sodanige TRUSTEES nie verplig wees om enige verslag te doen aan enige persoon ten opsigte van enige winste wat hulle mag gemaak het uit hoofde van sodanige kontrak nie, onderworpe egter aan die voorwaarde dat sodanige TRUSTEES hulle belang in sodanige kontrak voor die aangaan daarvan, aan hulle mede-Trustees skriftelik bekend moet maak.
- 7.18 Die TRUST sal geregtig wees om benewens sy gewone sake-bedrywigheede ook enige soort boerdery te beoefen.
- 7.19 Enige resoluëie of besluit wat geteken is deur al die TRUSTEES sal geldig wees ewe asof dit eenparig geneem was by 'n behoorlik gekonstitueerde vergadering van TRUSTEES en dit mag bestaan uit afsonderlike stukke wat apart geteken is en die datum van die besluit sal geag word te wees die datum waarop die laaste van die TRUSTEES dit onderteken het.
- 7.20 Die TRUSTEES is geregtig om namens die TRUST op te tree in die normale loop van hulle besigheid en mag redelike fooie daarvoor hef.

8. BEGUNSTIGDES

- 8.1 Die TRUST word geskep ten behoewe van:

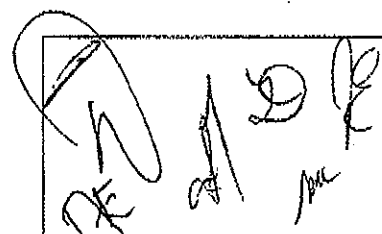


Jacobus Gideon Nel
(ID Nr 720315 5238 085)

Francois de Wet Nel
(ID Nr 770225 5168 084)

en die wettige afstammeling van bogenoemde begunstigdes wat by afsterwe staaksgewys vervul word deur hulle wettige afstammeling, wie op hulle beurt staaksgewys vervul sal word deur hulle wettige afstammeling, geslag na geslag, totdat die TRUST beëindig word.

- 8.2 Die voormelde BEGUNSTIGDE of enige afstammeling word egter die reg verleen, elkeen om slegs een opvolger aan te wys, deur Testamentêre Akte of aparte skriftelike aanstelling, om hulle op te volg, welke reg ook hulle opvolgers sal toekom, sodat die getal opvolgers wat BEGUNSTIGDES sal wees in enige besondere vertakking van die gesin, beperk kan word. Enige opvolgers so aangewys tree daarna op namens homself of namens sy of haar afstammeling.
- 8.3 Wanneer die TRUSTEES die netto inkomste en/of kapitaal in terme van paragrawe 6 en 9 hiervan betaal of aanwend, sal hulle geregtig wees om sodanige trusts daarvoor te skep vir die voordeel van sodanige BEGUNSTIGDE en/of sy wettige afstammeling, op sodanige voorwaarde en onderhewig aan sodanige terme en met sodanige magte in elke geval, hetsy soortgelyk aan die hierin vervat aldan nie. Sonder om op enige wyse afbreuk te doen aan die algemeenheid van die voorgaande, sal die TRUSTEES geregtig wees om:
- 8.3.1 voorsiening te maak in sodanige trusts vir 'n vestigingsdatum vroeër of later as die vestigingsdatum vervat in hierdie TRUST;
- 8.3.2 afsonderlike TRUSTEES vir sodanige TRUST aan te stel en om

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voorsiening te maak vir die aanstelling van nuwe en verdere TRUSTEES daarvan;

8.3.3 voorsiening te maak dat sodanige TRUSTEES soortgelyke diskresie in verband met die verdeling van die netto kapitaal en/of inkomste van sodanige TRUSTS ten gunste van die BEGUNSTIGDES daarvan sal hê as wat aan die TRUSTEES van hierdie TRUST verleen is.

8.4 Die OPRIGTER tesame met die KAPITAALBEGUNSTIGDES word as INKOMSTEBEGUNSTIGDES benoem.

8.5 Die kapitaal en/of inkomste waarop enige KAPITAALBEGUNSTIGDE/ INKOMSTEBEGUNSTIGDE geregtig is of mag word uit hoofde van die bepalings van hierdie trustakte sal nie voor die betaling daarvan deur die TRUSTEES aan sodanige KAPITAALBEGUNSTIGDE / INKOMSTEBEGUNSTIGDE:

8.5.1 sedeerbaar, toeskryfbaar of verpandbaar wees deur sodanige KAPITAALBEGUNSTIGDE / INKOMSTEBEGUNSTIGDE nie;

8.5.2 vatbaar wees vir beslaglegging deur enige skuldeiser van sodanige KAPITAALBEGUNSTIGDE / INKOMSTEBEGUNSTIGDE nie of by sy insolvensie in sy TRUSTEE vestig nie.

9. VERDELING VAN DIE BATES BY BEÏNDIGING VAN DIE TRUST

9.1 By beëindiging van die TRUST sal die bates deur die TRUSTEES aan die benoemde KAPITAALBEGUNSTIGDE oorgemaak word of aan sy/hulle wettige afstammeling op 'n gelyke basis, onderworpe aan die bepalings van klousule 11 hieronder. Indien hierdie oormaking die wettige afstammeling van

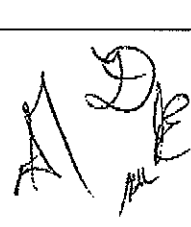
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die BEGUNSTIGDE te beurt val, sal hy/sy geregtig wees om die verhouding waarin die TRUSTBATES tussen sy/haar afstammeling verdeel moet word in sy/haar laaste testament te bepaal, by afwesigheid van sodanige bepaling sal die afstammeling wat dan in die lewe mag wees, op 'n gelyke basis deel.

- 9.2 Oormaking aan BEGUNSTIGDES mag geskied deur lowering van spesifieke bates of in kontant. Indien aan sommige bates gelewer word en aan ander kontant, sal die TRUSTEES waardebepalings laat maak van die bates, deur onafhanklike bevoegde persone, ten einde 'n regverdige verdeling te bewerkstellig. 'n Waardebepaling wat deur die TRUSTEES aanvaar is, sal nie aanvegbaar wees deur enige BEGUNSTIGDE nie.

10. DIVERSE BEPALINGS

- 10.1 Indien die OPRIGTER vir enige rede hoegenaamd belas word as gevolg van enige geskenk gemaak aan die TRUST, of weens inkomste wat ontstaan het uit sulke geskenk, sal hy geregtig wees om die bedrag van die BELASTING van die TRUST te verhaal.
- 10.2 Geen BEGUNSTIGDE sal geregtig wees om die voordele wat uit die TRUST spruit te verpand nie en verder ook sal sulke voordele nie vatbaar wees vir uitwinning deur enige krediteure van 'n BEGUNSTIGDE nie.
- 10.3 Enige bates en/of inkomste wat enige van die BEGUNSTIGDES mag ontvang kragtens die bepalings van hierdie Trustakte, sal nie deel vorm van enige gemeenskaplike boedel van enige BEGUNSTIGDE indien sodanige BEGUNSTIGDE binne gemeenskap van goed trou of getroud mag wees en sal die maritale mag van enige eggenoot van 'n vroulike BEGUNSTIGDE uitgesluit wees van sodanige inkomste en/of bate ontvang kragtens hierdie Trustakte of enige opbrengs uit krag daarvan, ewe asof die huwelik tussen hulle nooit

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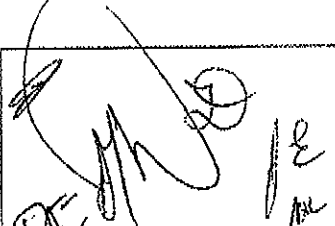
bestaan het nie. Die aanwasbedeling kragtens die Wet op Huweliksgoedere, Wet 88 van 1984, of enige latere wysigings van die Wet, sal nie op enige voordele kragtens die TRUST van toepassing wees nie.

- 10.4 Die OPRIGTER behou die reg om sonder nakoming van enige verdere formaliteite verdere skenkings aan die TRUST te maak en in besonder word die reg geskep vir die TRUST om geskenke, erfenisse of legate wat aan hom gemaak of bemaak word deur die OPRIGTER, of enige ander persoon te aanvaar en om dit te administreer volgens die neergelegde bepalings en daarmee te handel soos voorgeskryf in die betrokke testamentêre akte of skenkingsakte.
- 10.5 Nieteenstaande enigiets tot die teendeel hierin vervat of geïmpliseer, sal geen diskresie of bevoegdheid aan die TRUSTEES of enige ander persoon verleen kragtens hierdie trustakte of kragtens enige regsreël of wat voortspruit uit die uit oefening van enige bevoegdheid kragtens hierdie trustakte aan die TRUSTEES verleen, so uitgeoefen word, en sal niks in hierdie trustakte sodanige werking hê dat dit tot gevolg sou hê of sou toelaat dat enige gedeelte van die kapitaal van die trustfonds, nou of in die toekoms, betaalbaar is of sal word of aanwendbaar sal wees, direk of indirek, vir die voordeel van die OPRIGTER nie.
- 10.6 Hierdie akte mag te eniger tyd gewysig word met 'n eenparige besluit van die trustees.

11. TESTAMENTÊRE VOORBEHOUD

Daar word spesiaal bepaal dat:

Die OPRIGTER die reg het om in sy laaste testament te bepaal in welke verhouding en op welke wyse die trustfonds en/of trustkapitaal en/of trust eiendom by beëindiging van die TRUST onder die KAPITAALBEGUNSTIGDES van die TRUST verdeel sal word

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en sodanige testamentêre voorskrifte geniet voorrang by toewysing van die trustbates by beëindiging van die TRUST en of oorhandiging van 'n gedeelte van die trustbates aan 'n KAPITAALBEGUNSTIGDE as sy of haar gedeelte van die trustbates. Sodanige testamentêre toewysings hoef nie noodwendig gelyk in grootte, waarde of omvang te wees nie. Die reg vervat in hierdie klousule word nooit so vertolk of uitgelê dat die afleiding gemaak kan word dat die OPRIGTER / skenker of TRUSTEES (behalwe waar die TRUSTEES as voormalige BEGUNSTIGDE as TRUSTEE opgevolg het) die reg het om die trustgoed / fondse aan homself toe te ken nie. Slegs die KAPITAALBEGUNSTIGDES mag na beëindiging van die TRUST of verdeling van die trustbates uit die trustbates bevoordeel word.

En die TRUSTEES het verklaar dat hulle namens die BEGUNSTIGDES die voormelde geskenk in trust aanvaar onderhewig aan die voorwaardes soos uiteengesit en hulle verklaar dat hulle die aanstellings aanvaar onderhewig aan die voorwaardes soos hierin uiteengesit.

Aldus gedaan en geteken te KAKAMAS op hierdie 17^{DE} dag van FEBRUARIE 2016, in die teenwoordigheid van die ondergetekende getuies.

AS GETUIES

1. J E Esterhuysen

2. M. B. B. B.

1. J E Esterhuysen

2. M. B. B. B.

1. J E Esterhuysen

2. M. B. B. B.

1. J E Esterhuysen

2. M. B. B. B.

1. J E Esterhuysen

2. M. B. B. B.

H M NEL
OPRIGTER

D DE W NEL
TRUSTEE

F DE W NEL
TRUSTEE & BEGUNSTIGDE

J G NEL
BEGUNSTIGDE

J ESTERHUYSEN
ONAFHANKLIKE TRUSTEE



Payment

01 July 2025

Beneficiary payment successful

Beneficiary Payment Details:

Beneficiary name:	0 - Certified Wagyu Beef
Beneficiary account:	63081600992 - FIRST NATIONAL BANK
Beneficiary reference:	De Wet Nel Trust
My reference:	Certified Wagyu Beef
From account:	1980147769 - Current account
Amount:	R1 242.00
Payment date:	2025-07-01
Payment debit time:	17:17
Immediate interbank payment (IIP):	N

Notice of Payment:

Beneficiary notice of payment:	None
My notice of payment:	None

