

## SUBSCRIPTION AGREEMENT

The undersigned (the “Subscriber”), desires to become a holder of preferred shares (the “Shares”) of HUNTRECHT PTY LTD., a corporation organised under the laws of South Africa (the “Company”); one share of Preferred Stock has a par value of \$0.001 per share. Accordingly, the Subscriber hereby agrees as follows:

### 1. Definitions.

- 1.1. “Call Currency” means the Currency agreed to as such at the time an Option is entered into, as evidenced in a Confirmation.
- 1.2. “Confirmation” means a writing (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) evidencing an FX Transaction or an Option, and specifying:
  - (A) In the case of an FX Transaction, the following information:
    - (i) The Parties hereto and the Designated Offices through which they are respectively acting,
    - (ii) The amount of the Currencies being bought or sold and by which Party,
    - (iii) The Value Date, and
    - (iv) Any other term generally included in such a writing in accordance with the practice of the relevant foreign exchange market; and
  - (B) In the case of an Option, the following information:
    - (i) the Parties thereto and the Designated Offices through which they are respectively acting,
    - (ii) whether the Option is a Call or a Put,
    - (iii) the Call Currency and the Put Currency that are the subject of the Option and their respective quantities,
    - (iv) which Party is the Seller and which Party is the Buyer,
    - (v) the Strike Price,
    - (vi) the Premium and the Premium Payment Date,
    - (vii) the Expiration Date,
    - (viii) the Expiration Time,
    - (ix) whether the Option is an American Style Option to a European Style Option, and
    - (x) such other matters, if any, as the Parties may agree.
- 1.3. “Currency” means money denominated in the lawful currency of any country.
- 1.4. “Currency Obligation” means any obligation of a Party to deliver a Currency pursuant to an FX Transaction, or an exercised Option.
- 1.5. “Currency Pair” means the two Currencies which potentially may be exchanged in connection with an FX Transaction or upon the exercise of an Option, one of which shall be the Put Currency and the other the Call Currency.
- 1.6. “Local Banking Day” means (i) for any Currency, a day on which commercial banks effect deliveries of that Currency in accordance with the market practice of the relevant foreign exchange market, and (ii) for any Party, a day in the location of the applicable Designated Office of such Party on which commercial banks in that location are not authorized or required by law to close.
- 1.7. “Option” means a currency option which is or shall become subject to the Agreement.
- 1.8. “Parties” means the parties to the Agreement, and the term “Party” shall mean whichever of the Parties is appropriate in the context in which such expression may be used.
- 1.9. “Put Currency” means the Currency agreed to as such at the time an Option is entered into, as evidenced in a Confirmation.

- 1.10. "Strike Price", in respect of an Option, means the price at which the Currency Pair may be exchanged, as agreed to at the time the Option is entered into, as evidenced in a Confirmation.
  - 1.11. "Subscriber" means the owner of a preferred stock.
  - 1.12. "Value Date" means, with respect to FX Transaction, the Business Day (or where market practice in the relevant foreign exchange market in relation to the two Currencies involved provides for delivery of one Currency on one date which is a Local Banking Day in relation to that Currency but not to the other Currency and for delivery of the other Currency on the next Local Banking Day in relation to that other Currency ("Split Settlement") the two (2) Local Banking Days in accordance with the market practice) agreed by the Parties for delivery of the Currencies to be purchased and sold pursuant of such FX Transaction, and, with respect to any Currency Obligation, the Business Day (or, in the case of Split Settlement, Local Banking Day) upon which the obligation to deliver Currency pursuant to such Currency Obligation is to be performed.
2. Subscription.
    - 2.1. The Subscriber hereby subscribes for and agrees to accept from the Company that number of Shares set forth on the Signature Page attached to this Subscription Agreement (the "Agreement"), in consideration of \$0.10 per share. This offer to purchase is submitted in accordance with and subject to the terms and conditions described in this Subscription Agreement (the "Agreement"). The Subscriber acknowledges that the Company reserves the right, in its sole and absolute discretion, to accept or reject this subscription and the subscription will not be binding until accepted by the Company in writing.
    - 2.2. The closing of the Subscription of Shares hereunder (the "Closing") shall occur immediately upon: (i) receipt and acceptance by the Company of a properly executed Signature Page to this Agreement; and (ii) receipt of all funds for the subscription of shares hereunder.
  3. Purchase Procedure. The Subscriber acknowledges that, in order to subscribe for Shares, he must, and he does hereby, deliver to the Company:
    - 3.1. One (1) executed counterpart of the Signature Page attached to this Agreement together with appropriate notarisation; and
    - 3.2. A check, trade draft or media due bill in the amount set forth on the Signature Page attached to this Agreement, representing payment in full for the Shares desired to be purchased hereunder, made payable to the order of HUNTRECHT PTY.
  3. Payment for and Delivery of Subscriber Shares.
    - 3.1. First Time of Delivery. Upon the terms and subject to the conditions of this Agreement, Subscriber shall deliver to Company the Subscription Amount to purchase on or before 11.00 a.m., Johannesburg time or at such other time not later than seven Business Days.
    - 3.2. Fees. A management fee of 3.81% of the Total Amount of Subscription will apply, payable upfront, if Subscriber doesn't make necessary Capital Commitment. The Subscriber hereby consents and agrees to the payment of the fees.
  4. FX Transactions and Options. The Subscriber and Company may enter into (i) FX Transactions, for such quantities of such Currencies, as may be agreed subject to the terms of the Agreement, and (ii) Options, for such Premiums, with such Expiration Dates, at such Strike Prices and for the purchase or sale of such quantities of such Currencies, as may be agreed subject to the terms of the Agreement; provided that neither Party shall be required to enter into any FX Transaction or Option with the other Party (other than in connection with an exercised Option). Unless otherwise agreed in writing by the Parties, each FX Transaction and Option entered into between Designated Offices of the Parties on or after the Effective Date shall be governed by the Agreement. Each FX Transaction and Option between any two Designated Offices of the Parties outstanding on the Effective Date shall also be governed by the Agreement.
    - 4.1. Single Agreement. This Agreement, the terms agreed between the Parties with respect to each FX Transaction and Option (and, to the extent recorded in a Confirmation, each such Confirmation), and all amendments to any of such items shall together form the agreement between the Parties (the "Agreement") and shall together constitute a single agreement between the Parties. The Parties acknowledge that all FX Transactions and Options are entered into in reliance upon such fact, it being understood that the Parties would not otherwise enter into any FX Transaction or Option.
    - 4.2. Confirmations. FX Transactions and Options shall be promptly confirmed by the Parties by Confirmations exchange by mail, telex, facsimile or other electronic means from which it is possible to produce a hard copy.

The failure by a Party to issue a Confirmation shall not prejudice or invalidate the terms of any FX Transaction or Option.

**5. Redemption And Settlement.**

**5.1. Settlement of FX Transactions.** Subscriber and Company shall deliver to each other the amount of the Currency to be delivered by it under each Currency Obligation on the Value Date for such Currency Obligation.

**5.2. Guaranteed rate period:** 120-hour guaranteed rate only if Subscriber makes a deposit or Capital Commitment.

**5.3. Atomic Settlement.** If the Subscriber doesn't make necessary Capital Commitment as at when due, (i) Fees shall be applicable subject to Section 3.2, (ii) an irrevocable standing order from the Subscriber Bank that they will release funds to Company as soon as Subscriber receives funds.

**5.4. Advance Payment Guarantee.** If Subscriber makes Capital Commitment in advance, Company shall furnish to the Subscriber a guarantee for the full amount of such advance payment.

**5.5. Money-back Guaranteed rate.** For any confirmed FX Transaction with a guaranteed rate, there's a 5% rate limit. If the rate changes by 5% or more during the guaranteed rate as depicted in Section 5.2, we may cancel, refund and liquidate your Currency Obligation.

**6. Representations of Subscriber.** By executing this Agreement, the Subscriber makes the following representations, declarations and warranties to the Company, with the intent and understanding that the Company will rely thereon:

**6.1.** All information herein concerning the Subscriber is correct and complete as of the date hereof and as of the date Closing.

**6.2.** If the Subscriber is purchasing the Shares in a fiduciary capacity for another person or entity, including without limitation a corporation, partnership, trust or any other entity, the Subscriber has been duly authorised and empowered to execute this Subscription Agreement and all other subscription documents. Upon request of the Company, the Subscriber will provide true, complete and current copies of all relevant documents creating the Subscriber, authorising its investment in the Company and/or evidencing the satisfaction of the foregoing.

**7. Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws applicable to contracts made and wholly performed in the Republic of South Africa.

**8. Execution in Counterparts.** This Subscription Agreement may be executed in one or more counterparts.

**9. Persons Bound.** This Subscription Agreement shall, except as otherwise provided therein, inure to the benefit of and be binding on the Company and its successors and assigns and on each Subscriber and his respective heirs, executors, administrators, successors and assigns.

**10. Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, telegraphed, telexed, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid, to the address of each party set forth herein. Any such notice shall be deemed given when delivered personally, telegraphed, telexed or sent by facsimile transmission or, if mailed, three days after the date of deposit in the United States mails.

**11. CERTIFICATION.** THE SUBSCRIBER CERTIFIES THAT HE HAS READ THIS ENTIRE SUBSCRIPTION AGREEMENT AND THAT EVERY STATEMENT MADE BY THE SUBSCRIBER HEREIN IS TRUE AND COMPLETE.

**SUBSCRIBER SIGNATURE**

Any notice or other communication required or, desiring to subscribe for the number of Shares of HUNTRECHT PTY LTD. (the “Company”) as is set forth below, acknowledges that he/she has received and understands the terms and conditions of the Subscription Agreement attached hereto and that he/she hereby agree to all the terms and conditions contained therein.

**IN WITNESS WHEREOF**, the undersigned has hereby executed this Subscription Agreement as of the date set forth below.

**SHARES INFORMATION**

**Number of Shares:** \_\_\_\_\_

**Total Amount of Subscription:** \_\_\_\_\_

**Exact name(s) of Subscriber(s):** \_\_\_\_\_

**Signature of Subscriber(s)** \_\_\_\_\_

**Date:** \_\_\_\_\_

**CONTACT INFORMATION**

**Residence of Physical Mailing Address:** \_\_\_\_\_

**Cellphone:** \_\_\_\_\_

**Identification Number:** \_\_\_\_\_



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## Trade Mandate - Onboarding

Contact Details	
Account Type	Individual <input type="checkbox"/> Corporate <input type="checkbox"/>
Full Names	
Phone	
Email	
Country	
Address	
Contribution Details	
Contribution	R25K <input type="checkbox"/> R125K <input type="checkbox"/> R250K <input type="checkbox"/> R500K+ <input type="checkbox"/>
Preferred term deposits	One-Off <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/>
Total Annual Volume Amount (depending on your preferred term deposits)	
Redemption/Buyback Details	
Bank Name	SWIFT Code
Bank Account	Currency

### Account Details

Bank Name: Capitec Bank

Account Number: 4090556317

### Important Notes

- What currency? (Indicate by attaching your supplier invoice)
- Supplier International Bank Account
- Please quote your full names and bank reference number to ensure trace of payment

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