SECTION A
THE SCHEME

Table of Contents
1 INTRODUCTION .................................................................................................. 3
2 ELIGIBILITY ......................................................................................................... 3
3 WITHDRAWAL FROM THE SCHEME ................................................................. 3
4 CONTRIBUTION TO SAVINGS ........................................................................... 4
5 DRAWDOWN FROM SAVINGS .......................................................................... 4
6 INTEREST ACCRUED TO THE SCHEME ........................................................... 5
7 PARTICIPANTS’ STATEMENTS AND IT3B INCOME TAX CERTIFICATE ....... 5
8 INACTIVE ACCOUNTS ....................................................................................... 5
9 CHARGES .............................................................................................................. 5
10 INVESTMENT OF FUNDS .................................................................................. 5
11 ADMINISTERING THE SCHEME .................................................................... 5
12 SASA GUARANTEEING THE RETENTION SAVINGS SCHEME ..................... 6
1 INTRODUCTION

1.1 The retention savings scheme is a savings product established by Umthombo to assist growers to fund their cane growing activities. There are different types of retention savings products such as, but not limited to:

- Ratoon Management
- Crop Re-Establishment
- Pump Maintenance / Irrigation
- Contractor Retention
- Standard Bank Large Scale Retention Savings
- Standard Bank Large Scale - Grants
- Rental / Dividends Savings
- Electricity
- Farmers Association

1.2 The purpose of the scheme is to encourage good crop and financial management.

1.3 Growers who join the scheme enter into a contractual agreement with the South African Sugar Association (SASA), trading as Umthombo Agricultural Finance (UAF), and are referred to as “Participants”.

1.4 SASA has underwritten the UAF retention savings monies as required by the South African Reserve Bank.

2 ELIGIBILITY

2.1 Only small scale growers are eligible to be Participants of the UAF retention savings scheme.

2.2 All growers are eligible to be Participants of the Standard Bank retention savings scheme.

2.3 Growers can become Participants on a voluntary basis at any time during the season.

2.4 Growers may be required to become Participants in this scheme, for a specific period, as a mandatory condition to receive loan or grant funding.

3 WITHDRAWAL FROM THE SCHEME

3.1 A Participant who joins the scheme on a voluntary basis may withdraw from the scheme at any time.

3.2 A Participant who joins the scheme as a result of a mandatory condition to receive a loan, and the arrangement has been noted by SASA, may only withdraw from the scheme once the loan has been fully settled or on receipt of a written authorisation from the financier.
3.3 A Participant who joins the scheme as a result of a mandatory condition to receive grant funding, and the arrangement has been noted by SASA, may only withdraw from the scheme once all conditions of the grant have been met or on receipt of a written authorisation from the funder.

3.4 A Participant will cease to be a Participant of the scheme on receipt of notice of death, and available balance on the account will be transferred to the Participant’s estate late bank account.

3.5 All surplus available funds remaining in the retention savings account after the Participant has withdrawn from the scheme will be refunded to the Participant.

3.6 The retention savings account will be closed once all outstanding orders have been settled or cancelled and surplus available funds have been refunded to the Participant.

4 CONTRIBUTION TO SAVINGS

4.1 Participants who join the scheme are required to contribute to their savings each time they deliver cane to a mill or dispose of their crop as seedcane.

4.2 Contributions to the scheme are made in terms of a cession lodged against Participant’s proceeds for cane payments or in the case of seedcane manually as advised by the Participant or an Agent as defined under clause 11.2 below.

4.3 The minimum value contributed is determined by the recognised farmer representing structures in each mill area and communicated to SASA from time to time.

4.4 Participants can elect a different deduction rate but that cannot be lower than the minimum value, as per clause 4.3.

4.5 The amounts so recorded shall be deducted from a Participant’s sugarcane proceeds prior to payment being made to the Participant. To facilitate this Umthombo shall remit electronic files to mill cane payments departments detailing the required deductions on a monthly basis.

5 DRAWDOWN FROM SAVINGS

5.1 Participants can drawdown monies to fund their cane growing activities in accordance with the drawdown procedure outlined in this manual.

5.2 SASA shall place reliance on the AGENT ensuring that Participants are identified as per the drawdown procedure of this manual. In this regard, due to the inconsistency of Participants’ signatures, SASA shall not place reliance on signatures but shall take as valid and process all payments where the documents have been signed by an authorised AGENT’s employee and imprinted with the correct Participant’s Grower Identification Card (GIC).
6 INTEREST ACCRUED TO THE SCHEME

6.1 All UAF retention savings accounts must be in credit and will accumulate interest at a rate determined by Council from time to time, currently SASA’s average cost of funding.

6.2 All Standard Bank savings accounts accumulate interest at a rate determined by Standard Bank.

7 PARTICIPANTS’ STATEMENTS AND IT3B INCOME TAX CERTIFICATE

7.1 Participants’ savings account statements shall be generated and posted on request.

7.2 Participants will be advised of their balances monthly via SMS.

7.3 IT3B income tax certificate shall be generated and sent to the Agents for collection by Participants annually.

8 INACTIVE ACCOUNTS

8.1 All Umthombo retention savings accounts that have been inactive for a period of five years will be transferred to the Guardian’s Fund as required in terms of Section 93 (1) of the Administration of Estates Act of 1965.

9 CHARGES

9.1 SASA shall retain a portion of interest from SASA Treasury in respect of the SASA Retention Savings Scheme at a rate determined by Council from time to time.

9.2 All Standard Bank savings accounts shall attract a fee to be determined by SASA Council from time to time.

9.3 All payments made on behalf of a Participant to a third party other than a service provider will attract a fee determined by SASA.

10 INVESTMENT OF FUNDS

10.1 All funds held in the UAF retention savings scheme shall be invested with the SASA Treasury department and held in a separate account on the SASA Balance sheet.

11 ADMINISTERING THE SCHEME

11.1 Umthombo is responsible for the management of the scheme, while the function of administering the scheme is split between mill area functions and SASA functions. Mill area functions are conducted by the Miller, who acts as an Agent of SASA and SASA functions are conducted by SASA employees.
A service level agreement is concluded with milling companies where the milling companies act as Agents of SASA to provide certain administration functions in respect of the retention savings scheme which are more effectively performed at the mills.

Each Agent will make available adequate human resources to administer the UAF retention savings scheme and bear the cost of any local support services that they provide to UAF. UAF shall bear the cost of order and invoice books.

SASA shall determine the functions and operations of the scheme in a form of an operating manual which shall be noted by the Finance and Administration Committee and communicated to all Agents.

While SASA is not in a position to prescribe to the Agent in respect of structures and operations, the Agent shall ensure acceptable financial controls, including but not limited to adequate segregation of duties.

In compliance with the requirement of the South African Reserve Bank that SASA underwrites the Participants’ retention savings monies, the following guarantee was provided by Council:

Any costs of claims with respect to the guarantee provided would be borne by the Umthombo Equity and then by the Growers’ Development Account before becoming an Industrial Cost.

To mitigate for this risk, Umthombo has entered into Service Level Agreements with Akwandze and some milling companies who provide local support services to Umthombo. In terms of the Service Level Agreements these parties are liable for losses caused by their negligence or intentional misconduct or that of any person for whom they are vicariously liable.
1. INTRODUCTION

In terms of the agreement for the provision of retention savings scheme administration services signed between SASA and Milling Companies (AGENTS) SASA is required to provide the AGENTS with a detailed operations manual for the retention savings scheme. This operations manual is distributed in terms of that requirement and should be read in conjunction with that agreement.

2. DEFINITIONS

2.1 AGENT Miller or any other entity which has entered into a retention savings scheme service level agreement with SASA.

2.2 AGENT GIC Official An official appointed by the AGENT to receive Grower Identification Cards from SASA and issue the same to the Participants.

2.3 AGENT Representative A representative appointed by the AGENT to be the liaison between the AGENT and SASA to communicate and facilitate matters pertaining to the services provided in terms of the Agreement for the Provision of Retention Savings Scheme Administration Services entered between SASA and the AGENT.

2.4 Applicant Means a grower who has applied to join the scheme

2.5 Appointee An individual who is over the age of 18 years, appointed in terms of the Delegation of Authority, to transact on behalf of the Participant.

2.6 Delegation of Authority Authorisation by the Participant to the Appointee to carry out certain transactions, in terms of Annexure 12.

2.7 GIC Grower Identification Cards issued by UAF.

2.8 Participant Grower, group of growers or entity that participates in the retention savings scheme.

2.9 Regional SASA back office Umthombo Agricultural Finance back office in KZN and Akwandze offices in Mpumalanga.

2.10 SASA A juristic person incorporated in terms of the Sugar Act, 1978.

2.11 SLA Retention Savings Administration Service Level Agreement

2.12 Small Scale Grower Grower who delivers below 225 Recoverable Value (RV) tons per season. All groups growing sugarcane shall be classified as a Small Scale Grower where the average RV tonnage does not exceed 225 RV tons per member.
2.13 TPFA  Third Party Funds Administration (TPFA) by Standard Bank.

2.14 UAF  Umthombo Agricultural Finance

2.15 UAF system  Computerised system used by UAF to manage the retention savings accounts of the Participants.
3. **NEW APPLICATIONS: RETENTION SAVINGS SCHEME (SMALL-SCALE GROWERS)**

3.1 The AGENT is to explain the retention savings scheme, as far as is set out in the retention savings agreement, to the applicant.

3.1.1 In addition to explaining the retention savings agreement to the applicant, AGENT must ensure that only the following information is provided to the applicant as set out in this manual:

- Purpose of the scheme
- Eligibility
- Procedure for joining the scheme
- Contributions to the scheme
- Drawdown procedure
- Interest accrued to the scheme
- Withdrawal from the retention savings scheme
- Charges
- Participant’s statements and IT3B income tax certificates

3.1.2 The AGENT shall be authorised to only provide the factual information listed in 3.1.1.

3.2 AGENT to ensure that the following prescribed forms are completed correctly:

3.2.1 Retention savings agreement (Annexure 1);
3.2.2 Participant details form (Annexure 2);
3.2.3 Specimen signature form (Annexure 3); and
3.2.4 Banking details credit instruction form (Annexure 4)

3.3 AGENT to ensure that all of the following supporting documents of the applicant required for new applications are received from the applicant:

3.3.1 Original certified ID copy/Registration Document;
3.3.2 Original Bank Statement or letter confirming banking details not older than three months; or a cancelled cheque. The account holder must be the name of the applicant; and
3.3.3 Original resolution appointing signatories, where applicant is an entity/group.

3.4 AGENT to ensure that all completed forms and supporting documents are forwarded to SASA head office as per clause 16.

3.5 SASA to confirm that the following requirements for the new application have been met:

3.5.1 The applicant is an active grower as notified to the Sugar Industry Administration Board;
3.5.2 The applicant is a Small-scale Grower.
3.5.3 All the forms listed in clause 3.2 are completed correctly; and
3.5.4 All the supporting documents listed in clause 3.3 are attached.
3.6 SASA to decline the application where the requirements in clause 3.5.1 and 3.5.2 are not met and advise the AGENT of same.
3.7 SASA to inform the AGENT where there is non-compliance with clause 3.5.3 and 3.5.4 and instruct AGENT to rectify same timeously.
3.8 Upon receipt of all documentation, SASA to create a new retention savings account by:
3.8.1 Capturing the information as recorded in the retention savings agreement and the attached forms on the UAF Computer System; and
3.8.2 Scanning and uploading the Specimen Signature to the UAF system;
3.9 SASA to inform the AGENT of all retention savings accounts opened.
3.10 AGENT to inform the Participant that the retention savings account has been opened.
3.11 SASA to file the retention savings agreement and supporting documentation.

4. NEW APPLICATIONS: STANDARD BANK RETENTION SAVINGS SCHEME (LAND REFORM GROWERS, MEDIUM SCALE GROWERS AND GRANT BENEFICIARIES)
4.1 SASA, on receipt of a request from the AGENT, to arrange for a Standard Bank and SASA to present the scheme to the applicants.
4.2 AGENT to liaise with SASA and the applicants to determine their availability for a date and venue for the presentation and arrange accordingly.
4.3 During the presentation the SASA will provide a checklist (Annexure 5) of the documents required as part of the application to join the scheme.
4.4 SASA and/or Standard Bank, in conjunction with the AGENT, to explain the retention savings scheme and its conditions, as set out in the Procurement Agreement (Annexure 6) to the applicant at the presentation.
4.5 AGENT to assist the applicant and ensure that all prescribed forms (Annexure 5 and Annexure 7) required for new applications are completed.
4.6 AGENT to submit the forms and the supporting documents to SASA head office as per clause 16.
4.7 SASA to ensure that all requirements for the new application have been met, failing which SASA is to refer all queries to the AGENT.
4.8 AGENT to address and rectify the queries raised by SASA and where applicable, submit any outstanding documents to SASA within 5 days of receipt of correspondence from SASA.
4.9 SASA to retain copies and forward the original forms and supporting documents to Standard Bank for opening of the Standard Bank account.

4.10 SASA to address all queries raised by Standard Bank with the AGENT.

4.11 AGENT to address any further queries raised by Standard Bank in terms of 4.8.

4.12 Upon receipt of confirmation from Standard Bank that the account for the applicant has been opened, SASA is to create new retention savings account by:

4.12.1 Capturing the retention savings account on the UAF computer system (“UAF System”);

4.12.2 Scanning and uploading the Specimen Signature to the UAF system;

4.13 SASA to inform the AGENT and the Participant that the Standard Bank TPFA account and the retention savings account for the Participant have been successfully opened and advise of the account number

4.14 SASA to file the retention savings agreement and supporting documentation.

5. ANNUAL REVIEW OF CLIENT INFORMATION (FOR STANDARD BANK TPFA ACCOUNT HOLDERS ONLY)

5.1 Where SASA receives a request from Standard Bank to confirm the Participant’s personal details, SASA shall forward the request to the AGENT.

5.2 AGENT to liaise with the Participant and ensure the Participant correctly completes the form requiring amendments and/or confirmation of the Participant personal details.

5.3 Where there is a change in Participant's information, AGENT to ensure that the necessary documents are attached to the form.

5.4 AGENT to forward the form and supporting documents to SASA head office as per clause 16.

5.5 SASA to query with the AGENT should the form be incorrectly updated and/or where the supporting documents do not meet the requirements.

5.6 SASA to forward the form and attachments to Standard Bank, where the form and supporting documents meet the requirements.

6. GROWER IDENTIFICATION CARDS (GIC)

6.1 General Requirements for the GIC procedure

6.1.1 SASA to suspend all Participants on the Umthombo system that do not have GICs.

6.1.2 SASA to reject all drawdown requests that do not have either GIC imprints or are not accompanied by the GIC Requisition form (Annexure 10a) for a new issue or a GIC Replacement form (Annexure 10b) for a lost GIC replacement.
6.1.3 AGENT to appoint and advise SASA of their official to receive GICs from SASA and issue the same to the Participants (AGENT GIC Official). The AGENT GIC Official must not be a resource centre or mill clerk involved in the processing of Umthombo drawdowns.

6.2 AGENT requesting a GIC from Umthombo

6.2.1 AGENT to perform the following when a Participant who does not have a GIC makes a drawdown request at the resource centre or mill office:

6.2.1.1 Assist the Participant to complete a GIC Requisition form (Annexure 10a) for a new issue or a GIC Replacement Request form (Annexure 10b) for a lost GIC replacement, together with documents for the drawdown request;

6.2.1.2 Send an email to SASA requesting the Participant to be unsuspended, where applicable, so that the drawdown request can be processed on the system;

6.2.1.3 Advise the Participant what to do, as specified on the email from Umthombo, should the request to unsuspend the Participant be rejected by Umthombo; and

6.2.1.4 On receipt of an email confirming that the Participant has been unsuspended, process the drawdown request on the system, including a GIC replacement cost drawdown for a lost GIC where the Participant is requesting a replacement GIC, and submit the drawdown documents together with the GIC Requisition form or GIC Replacement Request form to SASA.

6.3 SASA processing request to unsuspend the Participant

6.3.1 SASA, on receipt of an email from the AGENT requesting that a Participant be unsuspended, must check whether the Participant has not already submitted the GIC requisition form or the GIC Replacement Request form.

6.3.2 If the Participant has not already submitted the GIC Requisition form or GIC Replacement Request form, SASA must:

6.3.2.1 Unsuspend the Participant on the system; and

6.3.2.2 Send an email advising the AGENT of the Participant’s unsuspension.

6.3.3 If the Participant has already submitted the GIC requisition form or the GIC Replacement Request form, SASA must:

6.3.3.1 Check the status of the previous form.

• If the request is in progress and the GIC has not been sent to the AGENT GIC Official, unsuspend and advise the AGENT not to submit another form.
• If the GIC has already been sent to the AGENT GIC Official, but not yet collected, do not unsuspend the Participant on the system, but advise the AGENT to refer the Participant to the AGENT GIC Official to collect his/her GIC.

• If the GIC was previously sent to the AGENT GIC Official but returned due to non-collection, advise the AGENT to get the Participant to complete a new form but he/she must remain suspended and be not allowed to make a drawdown.

6.4 Processing of the GIC Requisition / Replacement form by Umthombo

6.4.1 SASA, on receipt of the GIC Requisition form or the GIC Replacement Request form together with drawdown documents, must:

6.4.1.1 Post the drawdown transaction on the system, including the GIC replacement cost transaction where applicable;

6.4.1.2 Suspend the Participant on the system after the payment has been processed;

6.4.1.3 Add the details on the “Schedule of GICs to be Ordered” (Annexure 10c) if it is not already in stock;

6.4.1.4 Draw the card from stock if/when it is in stock;

6.4.1.5 Print GIC acknowledgement form with terms and conditions (Annexure 9a), the Participant’s details form (Annexure 2) and the Specimen signature form (Annexure 3);

6.4.1.6 Assign a sequential number on the GIC Receipt Acknowledgement schedule (Annexure 9b) and capture details of all GICs to be sent to the AGENT GIC Official. This schedule, together with documents listed in 6.4.1.5 constitute a pack (“the Pack”) to be sent with the GICs to the AGENT GIC Official on weekly basis;

6.4.1.7 Update GIC details on the GIC Master Register (Annexure 8);

6.4.1.8 Send the requested GICs, together with the Pack, to the AGENT GIC Official once per week via the existing courier service used for Umthombo orders; and

6.4.1.9 Send email to the AGENT GIC Official advising him/her of the batch of GICs that are in transit to him/her. Follow-up emails are to be sent on weekly basis until receipt of GICs has been confirmed.

6.5 Receipt of GIC by the AGENT GIC Official

6.5.1 AGENT GIC Official, on receipt of the GICs with the Pack, must:

6.5.1.1 Check if all GICs listed on the GIC Receipt Acknowledgement schedule are enclosed together with all supporting documents making up the Pack;

6.5.1.2 Sign and submit to SASA the GIC Receipt Acknowledgement schedule;
6.5.1.3 Respond to email received from SASA, confirming receipt of GICs;

6.5.1.4 Keep GICs, with their accompanying documents, in a safe and secure place, not accessible to other personnel; and

6.5.1.5 Contact the Participants to collect their GICs from the AGENT GIC Official.

6.6 Collection of the GIC by the Participant

6.6.1 AGENT GIC Official must:

6.6.1.1 Identify the Participant and request ID copy. The AGENT GIC Official must verify the copy against the original;

6.6.1.2 Explain to the Participant the procedure to use the GIC;

6.6.1.3 Explain to the Participant the terms and conditions of using the GIC;

6.6.1.4 Assist the Participant to complete the Participant’s details form if more than three (3) months has lapsed since the last form was submitted or there have been changes to the Participant’s details over the past three months;

6.6.1.5 Ensure that the Participant completes the Specimen Signature form (if more than three (3) months has lapsed since the last form was submitted), GIC acknowledgement form and the relevant row of the GIC receipt acknowledgement schedule;

6.6.1.6 Give the Participant a copy of the terms and conditions of using the GIC; and

6.6.1.7 Sign the “Issued By” column of the GIC receipt acknowledgement schedule after completing all the relevant fields of the schedule.

6.7 AGENT returning GIC documents to Umthombo

6.7.1 The AGENT GIC Official, once the Participant has collected his/her GIC, must submit twice per week to SASA the following:

6.7.1.1 Completed GIC acknowledgement forms
6.7.1.2 Signed GIC terms and conditions
6.7.1.3 Completed Participant’s details forms, where applicable
6.7.1.4 Signed Specimen Signature forms, where applicable
6.7.1.5 ID copies.

6.7.2 The AGENT GIC Official, once all GICs listed on the GIC receipt acknowledgement schedule have been collected by the Participants, must submit to SASA the GIC receipt acknowledgement schedule.
6.7.3 The AGENT GIC Official must return to SASA all GICs not collected within three months together with their GIC acknowledgement schedule. The “Date Issued” column of the schedule must be marked “returned” for these GICs.

6.8 SASA processing GIC documents returned by AGENT to Umthombo

6.8.1 SASA, on receipt of signed GIC acknowledgement forms, GIC terms and conditions, Specimen Signature forms, ID copies and Participant’s details forms, must:

6.8.1.1 Verify signatures and capture the information on the system;

6.8.1.2 In the case of GIC replacement, cancel the old GIC and replace it with new one on the system;

6.8.1.3 Unsuspend the Participant on the system; and

6.8.1.4 Update the GIC master register and file the documents.

6.8.2 SASA, on receipt of the completed GIC receipt acknowledgement schedule from the AGENT GIC Official, must:

6.8.2.1 Verify GIC receipt acknowledgement schedule against the GIC master register;

6.8.2.2 Ensure that for all GICs that are returned due to non-collection, the “Date Issued” column of the schedule is marked “returned”.

6.8.2.3 Ensure that the “Date Issued” column of the Master Register is completed with a date or the word “returned” for the GICs that were returned;

6.8.2.4 File all returned GICs back into stock; and

6.8.2.5 File the GIC receipt acknowledgement schedule.

6.9 Reporting of lost GICs

6.9.1 AGENT to advise SASA of the Participant’s reported lost GIC telephonically and follow up with an email.

6.9.2 AGENT to get the Participant to request a replacement GIC; normal procedure to request a GIC from Umthombo as outlined in this manual is to be followed.

6.9.3 SASA, on receipt of a lost GIC notification (telephonic or otherwise), must suspend the Participant on the system. Groups/entities must be suspended only when the number of remaining signatories is not enough to transact; the lost GIC must however be deactivated.
6.10 SASA ordering GICs from the Supplier

6.10.1 SASA, at the end of each month, must place an order for GICs that are listed on the “Schedule of GICs to be Ordered” (Annexure 10c).

6.10.2 SASA to update the GIC master register once an order has been placed.

6.10.3 SASA to update the GIC master register on receipt of the GICs.

6.10.4 SASA to process all GIC requisition forms that were retained pending receipt of GICs.

6.11 Use of the GIC

6.11.1 AGENT to ensure that the Participant or appointee imprints the GIC on all documents as a confirmation that the Participant has authorised the transaction.

6.11.2 AGENT to sign next to the GIC imprint on the document, where the document does not have a space provided for the AGENT’s signature, to confirm that the GIC was provided by the Participant or appointee.

7. CHANGE OF SPECIMEN SIGNATURES

7.1 AGENT to identify the Participant as specified below:

7.1.1 Participant to produce the following documents:

- Identity Document and
- GIC

OR

7.1.2 In respect of the Delegation of Authority, the appointee is to produce the following documents:

- Confirmation of delegation of authority (Annexure 11),
- ID document of appointee and
- GIC of the Participant.

7.2 AGENT to request the Participant to complete a new specimen signature form (Annexure 3), accompanied by original certified copy of the Identification Document, should the signature verification reflect inconsistency as a result of:

7.2.1 A Participant’s ill-health, as declared by his doctor (Certificate from Doctor will be required);

7.2.2 A Participant’s change in marital status (Proof from the Department of Home Affairs will be required);

7.2.3 A Participant voluntarily changing his name and/or surname, through the Department of Home Affairs (Proof from the Department of Home Affairs will be required); and
7.2.4 A Participant appointing new signatories where a resolution has been passed for appointment of new signatories (original resolution will be required).

7.3 Where AGENT or SASA identifies that inconsistency of signatures is not as a result of the circumstances in clause 7.2, then AGENT is to:

7.3.1 request the Participant to sign the document next to the rejected signature.

7.3.2 request the Participant to complete a new signature form, supported by Affidavits, where there is a second consecutive inconsistency.

7.4 AGENT to ensure that the Participant imprints the GIC on the Specimen Signature form (Annexure 3).

7.5 AGENT to ensure that the completed specimen signature form and supporting documents are forwarded to SASA head office as per clause 16.

7.6 AGENT to ensure that the Participant imprints his/her GIC on the specimen form.

7.7 SASA to upload the new specimen signature and record reason for change of the signature onto the UAF system.

8. DELEGATION OF AUTHORITY

8.1 Participant can appoint an Appointee to act on his/her behalf in authorising the transactions.

8.2 AGENT to assist the Participant and the Appointee to complete the Delegation of Authority form (Annexure 12).

8.3 AGENT to ensure that the Participant’s GIC is imprinted by the Participant on the Delegation of Authority form.

8.4 AGENT to forward to SASA the completed Delegation of Authority form, as per Clause 16, and along with the following supporting documents:

8.5 Original certified copies of the Participant and Appointee’s Identity documents;

8.5.1 A specimen signature form signed by the Appointee; and

8.5.2 Original resolution appointing Appointee, where Participant is an entity/group.

8.6 SASA to verify that the Participant’s signature, GIC number, Grower code and ID number on the form matches the details on the UAF system.

8.7 SASA to upload the specimen signature of the Appointee on the Participant’s account on the UAF system.

8.8 SASA to send the Confirmation of Delegation of Authority (Annexure 11) of the Appointee to the AGENT who will deliver it to the Appointee.
9. CONTRIBUTION TO SAVINGS

9.1 AGENT to set the deduction rate for the retention savings annually or as often as required at the discretion of the AGENT.

9.2 AGENT to authorise request from Participants wanting to retain at a higher rate than the rate in clause 9.1.

9.3 AGENT to instruct SASA to implement the deduction rate in clause 9.2.

10. RETENTION SAVINGS DRAWDOWN PROCEDURE

10.1 Processing of retention savings withdrawals by Participants (own withdrawal)

10.1.1 AGENT to identify the Participant as specified below:

10.1.1.1 Participant to produce the following documents:

- Identity Document and
- GIC

OR

10.1.1.2 In respect of the Delegation of Authority, the Appointee is to produce the following documents:

- Confirmation of Delegation of Authority (Annexure 11),
- ID document of appointee and
- GIC of the Participant.

10.1.2 AGENT to check the Participant’s available funds in the retention savings account by:

10.1.2.1 Phoning the authorised mill office clerk, or

10.1.2.2 Enquiring directly from the UAF system.

10.1.3 AGENT to:

10.1.3.1 Assist the Participant or appointee to complete the Works Order (Annexure 13);

10.1.3.2 Ensure that the signatory/signatories confirm(s) the Works Order by signing and imprinting the GIC onto the Works Order;

10.1.3.3 Sign and date the Works Order in the space provided to confirm satisfaction of the work that has been performed and authorise that the payment can be processed;

10.1.3.4 Verify the Participant’s details (Name, ID No., Client No., Account Holder, Grower Code, GIC No. and Account No.) against the UAF system;

10.1.3.5 Capture the Works Order on the UAF system; and

10.1.3.6 Sign and date the Works Order as confirmation of verification and capture;
10.1.4 AGENT to ensure that the following relevant documents for each withdrawal transaction are stapled together and forwarded to the Regional SASA back office, as per clause 16:

- Original Works Order,
- Where the Participant is claiming the balance of monies in the retention savings account after completing ratoon management for the season, a letter from the Local Grower Association or the Field Manager, confirming that Ratoon management is completed for the season.

10.1.5 Regional SASA back office to verify AGENT’s signatures on the documents received against specimen signatures provided by the AGENT in terms of clause 4.2.8 of the Agreement for the Provision of Retention Savings Scheme Administration Services between SASA and the AGENT.

10.1.6 Regional SASA back office to confirm information captured on the UAF system against the source documents.

10.1.6 Regional SASA back office to direct all queries relating to the withdrawal to the AGENT, and maintain a register of such queries.

10.1.7 AGENT to timeously address all queries raised by the Regional SASA back office relating to retention withdrawals.

10.1.8 Regional SASA back office to post withdrawals on the UAF system.

10.2 Processing of orders for goods and services provided by a Service Provider

10.2.1 AGENT to identify the Participant as specified below:

10.2.1.1 Participant to produce the following documents:

- Identity Document and
- GIC

OR

10.2.1.2 In respect of the Delegation of Authority, the appointee is to produce the following documents:

- Confirmation of Delegation of Authority (Annexure 11),
- ID document of Appointee and
- GIC of the Participant.

10.2.2 AGENT to check the Participant’s available funds in the retention savings account by:

10.2.2.1 contacting the authorised mill office clerk, or

10.2.2.2 enquiring directly from the UAF system.

10.2.3 AGENT to:
10.2.3.1 Assist the Participant or appointee to complete the Works Order (Annexure 13);

10.2.3.2 Ensure that the signatory/signatories confirm(s) the Works Order by signing and imprinting the GIC onto the Works Order;

10.2.3.3 Verify the Participant’s details (Name, ID No., Client No., Account Holder, Grower Code, GIC No. and Account No.) against the UAF system;

10.2.3.4 Capture the works order on the UAF system, to reserve the funds;

10.2.3.5 Sign and date the works order as confirmation of verification and capture;

10.2.3.6 Provide Participant or appointee with white and blue copies of the works order and advise Participant or appointee to hand the white copy to the Service Provider to engage its services;

10.2.3.8 Ensure the Participant or appointee and Service Provider have signed the invoice and verify details on the invoice against the authorised works order;

10.2.3.9 Sign and date the Works Order in the space provided to authorise payment, on receipt of the Service Provider invoice and satisfaction with the work performed;

10.2.3.10 Capture the lesser of the available funds or invoice amount on the UAF system, in case where the Participant or appointee has authorised a higher invoice amount than the locked funds; and

10.2.3.11 Ensure that the relevant documents are forwarded to the Regional SASA back office as per clause 16.

10.2.4 Regional SASA back office to verify AGENT’s signatures on the documents received against specimen signatures provided by the AGENT in terms of clause 4.2.8 of the Agreement for the Provision of Retention Savings Scheme Administration Services between SASA and the AGENT.

11. REGISTRATION OF SUPPLIERS OF GOODS AND SERVICES

11.1 Identification

11.1.1 AGENT to ensure that the prospective service provider gets invited to the meeting of the Local Association and/or Development Committee and provides his/her I.D and/or its Legal Entity’s Registration Documents at such meeting;
11.1.2 AGENT to verify the Identification Document or Entity registration documents.

11.2 Assessment:

11.2.1 AGENT attends to the assessment of the prospective service provider as follows:

11.2.1.1 Interviews the prospective service provider to determine the prospective service provider’s experience, capacity and knowledge in sugarcane farming; and

11.2.1.2 Obtaining input from the members of the Local Association and/or Development Committee from the meeting as to the prospective service provider’s character;

11.2.1.3 Where there is a conflict of interest, the member of the meeting is to advise of his/her conflict of interest\(^1\) and shall not be allowed to vote;

11.2.1.4 Conduct site visit to verify capacity of the prospective service provider as per the service provider application form (Annexure 14a) and service provider evaluation checklist (Annexure 14b).

11.2.1.5 The members of the meeting recommend whether or not the application should be sent to SASA for final consideration.

11.2.2 AGENT to notify the prospective service provider of the outcome of the assessment.

11.2.3 AGENT to advise the prospective service provider of the reasoning, where the application was declined. It is not required for the AGENT to advise SASA of any declined applications.

11.2.4 AGENT to assist the prospective service provider with the completion of the prescribed SASA service provider application form, in case the meeting recommended the service provider for approval by SASA.

11.2.5 AGENT to ensure that the following supporting documents, as required in terms of the service provider application form, are obtained from the prospective service provider:

11.2.5.1 Original certified copy of I.D. where prospective service provider is a sole proprietor;

11.2.5.2 Original certified copy of registration documents (for groups/entities);

11.2.5.3 Copy of original resolution authorising signatories to act on behalf of the entity for all matters relating to this application and the signatories’ I.D.’s (for groups/entities);

11.2.5.4 Delegation of authority giving authority to the manager who signs on behalf of the entity (for entities);

11.2.5.5 Original Bank Statement or letter confirming banking details not older than three months; or cancelled cheque;

11.2.5.6 Banking details credit instruction form;

\(^1\) Conflict of interest refers to friend, relative, monetary interest (business partners, money owing) who have direct or indirect interest in the business of the prospect service provider.
11.2.6 AGENT to ensure that the prospective service provider and Chairman of the Development Committee or AGENT's Mill Extension Manager have signed the service provider application form confirming recommendation of the service provider to SASA.

11.2.7 AGENT to forward the completed and signed service provider application form to SASA head office as per clause 16, together with the supporting documents as mentioned in clause 11.2.5.

11.2.8 SASA to perform a credit check of the recommended service provider.

11.2.9 Where the recommended service provider has good credit rating:

11.2.9.1 SASA to approve the application of the prospective service providers.

11.2.9.2 SASA to create the service provider on the system and inform the AGENT that the service provider has been successfully created and provide the AGENT with the service provider's vendor code, through e-mail.

11.2.10 Where there is an adverse credit record:

11.2.10.1 SASA to send the application back to the AGENT for them to provide motivation, where the AGENT is of the view that the application should be approved.

11.2.10.2 SASA to reject service provider's application and inform AGENT of same, where no motivation has been provided or where the motivation is not to SASA's satisfaction.

11.2.11 AGENT to inform service provider of the approval or declination of the application and where service provider has been accepted, provide service provider with the service provider code.

11.2.12 SASA to provide AGENT with the list of the service providers due for annual review.

11.2.13 AGENT to conduct annual service provider reviews, as per the list provided by SASA, using the Service Provider Review Forms “Checklist” (Annexure 15).

11.2.14 AGENT to recommend to SASA in writing when a service provider needs to be suspended as a result of the review or for their poor performance or misconduct.

11.2.15 SASA may suspend and/or deactivate service providers taking into account the AGENT’s recommendations as per clause 11.2.14.

11.2.16 AGENT to advise the service provider of the suspension and the reasons thereof.

12. WITHDRAWALS FROM THE RETENTION SAVINGS SCHEME

12.1 Voluntary withdrawal:

12.1.1 AGENT to assist the Participant to complete the retention savings scheme membership withdrawal form (Annexure 16) to withdraw from the retention scheme.

12.1.2 AGENT to ensure that the Participant completes the following Participant's details on the form:
12.1.2.1 Grower Code and Farm number;

12.1.2.2 I.D. number/registration number;

12.1.2.3 Reason for withdrawing from the retention savings scheme;

12.1.2.4 Signature confirming his intention to close the retention scheme account;

12.1.2.5 Whether the Participant is a grant beneficiary or loan recipient.

12.1.3 AGENT to sign and date the retention savings scheme membership withdrawal form to confirm his/her assistance.

12.1.4 AGENT to collect and ensure that the UAF Grower Identification Card is attached to the retention savings scheme membership withdrawal form, if the Participant is closing his/her last retention savings account.

12.1.5 When there are any outstanding loan balances:

12.1.5.1 SASA is to off-set the loan account with the retention savings balance, should there be sufficient funds, and subsequently approve the request; or

12.1.5.2 To decline the request if the available funds are insufficient to offset the loan account.

12.1.6 Where there are outstanding orders, SASA is to pend the request until all the orders are cleared (paid or cancelled).

12.1.7 Where the Participant is a grant recipient and the condition of the grant required UAF to ensure that he/she becomes a retention savings scheme Participant, the AGENT is to ensure that the Participant provides a letter of consent from the Grantor that the Participant may withdraw from the scheme, failing which his/her application will be declined.

12.1.8 AGENT to ensure that the completed form and supporting documents are forwarded to SASA head office, as per clause 16.

12.1.9 SASA to pay the retention balance into Participant’s bank account and to close the retention savings account, once all the requirements are met.

12.1.10 SASA to instruct Standard Bank to close the TPFA account of the Participant, where applicable.

12.2 In the case of the Participant’s death:

12.2.1 AGENT to assist the Executor to gather the following documents or information:

12.2.1.1 The Participant’s Grower Code and I.D. number;

12.2.1.2 The Participant’s GIC (where executor is in possession of same);

12.2.1.3 Original certified copy of Letter of executorship;

12.2.1.4 Original certified copy of Executor’s I.D.;
12.2.1.5 Original certified copy of Participant's Death Certificate; and

12.2.1.6 Official confirmation of the estate late banking details;

12.2.2 AGENT to ensure that all documents are forwarded to SASA head office as per clause 16.

12.2.3 Where there are any outstanding loan balances:

12.2.3.1 SASA is to off-set the loan account with retention savings balance, and subsequently transfer any excess funds into the Estate Late account; or

12.2.3.2 If there are insufficient funds in the retention savings account to settle the loan, any available funds are to be transferred into the loan account.

12.2.4 Where there are outstanding orders, SASA is to pend the Estate Late Withdrawal until all the orders are cleared (paid or cancelled).

12.2.5 If all the requirements are met, SASA to transfer all available funds into the Estate Late bank account, close the retention savings account and cancel the GIC.

12.2.6 SASA to instruct Standard Bank to close the TPFA account of the Participant, where applicable.

13. CHANGE OF PARTICIPANT’S BANKING DETAILS

13.1 AGENT to assist the Participant to complete Section A of the banking details credit instruction form (Annexure 4).

13.2 AGENT to advise Participant to take the form to the bank for completion of Section B and obtain confirmation of the Participant’s new banking details in the form of a bank statement/confirmation letter from the bank, or a cancelled cheque.

13.3 AGENT to advise the Participant to return the completed form to the AGENT with the following supporting documents:

13.3.1 Original certified copy of Participant’s I.D document; or

13.3.2 Registration certificate (for group/entity) and

13.3.3 Bank statement not older than three months; or

13.3.4 Confirmation letter from the bank not older than three months; or

13.3.5 A cancelled cheque.

13.4 AGENT to ensure that GIC is imprinted on the completed banking details credit instruction form.

13.5 AGENT to ensure that the completed form and the supporting documents are forwarded to SASA head office as per clause 16.

13.6 SASA to verify and confirm that all the requirements to change banking details are met by ensuring that the Participant’s ID number, Grower Code, the imprinted GIC
number and the signature on the banking details credit instruction form correspond to that on the UAF system.

13.7 Once all the aforementioned requirements are met, SASA is to capture and update the new banking details on the UAF system. This will result in the status of the Participant’s accounts being on hold and no drawdown transactions can be processed until the change is verified and released.

13.8 SASA to verify and release the Participant’s accounts once the Participant’s banking details are accepted by the UAF system.

13.9 Where the banking details of the Participant are rejected, SASA is to advise AGENT of the reason thereof.

13.10 AGENT is to address the rejection with the Participant and to advise SASA of the explanation given by the Participant.

14. BALANCES, STATEMENTS AND IT3(b) TAX CERTIFICATES

14.1 Participants will be advised of their balances monthly via SMSs.

14.2 AGENT may advise SASA, in writing, of the frequency of the retention savings account statements that should be forwarded to them.

14.3 SASA to avail Participants’ statements:

14.3.1 On request by the Participant through the AGENT; and

14.3.2 Annually at the beginning of SASA’s financial year for the preceding year.

14.4 SASA to print the Participant’s IT3(b) tax certificate annually at the beginning of the tax year for the preceding year.

14.5 SASA to collate and deliver the IT3(b) tax certificates to the AGENT.

14.6 AGENT to distribute Participants’ statements and IT3(b) tax certificates, received from SASA, to the local offices for collection by Participants.

15. REPORTS

15.1 SASA to request AGENT to provide adhoc reports as may be reasonably requested from time to time.

15.2 AGENT to provide SASA with adhoc reports as may be reasonably requested from time to time.

16. SUBMISSION OF DOCUMENTS BY AGENTS TO SASA HEAD OFFICE OR REGIONAL BACK OFFICES

16.1 All documents must be submitted for processing within seven (7) working days of completion thereof.
16.2 A control sheet (Annexure 17) is to be completed for all documents that are being submitted for processing.

16.3 A control sheet is to be sent together with the documents being sent in one parcel.

16.4 The AGENT is to notify the applicable receiving office of the parcel to be delivered to it.

16.5 When the parcel is collected for delivery, the individual collecting the parcel must sign the register (which is kept by the AGENT for its records) as acknowledgement of collecting the parcel.

17. RECEIVING OF DOCUMENTS BY SASA HEAD OFFICE OR REGIONAL BACK OFFICES FROM THE AGENTS

17.1 Keep a record of all notifications of documents to be delivered by the AGENT and inform the AGENT of any documents not received within 7 days;

17.2 When documents are received from the AGENT, the recipient is to:

17.2.1 Date-stamp the control sheet and the documents sent;

17.2.2 Check the documents against the control sheet;

17.2.3 If everything is in order, sign the control sheet send its copy back to the AGENT; and

17.2.4 File the original control sheet received and sign-off the notification referred to in clause 17.1;

17.3 The recipient is to inform the AGENT of any documents not received as reflected in the control sheet.

17.4 The AGENT is to locate and forward all missing and/or outstanding documents, as per clause 16.

17.5 Should documents be received without a control sheet, the recipient is to request the control sheet from the AGENT and not process any of the documents until such control sheet is received.

18. RETENTION OF ALL DOCUMENTS

18.1 AGENT to maintain a filing system of all source documents stored on behalf of SASA.

18.2 AGENT to return to SASA head office all works order books as per clause 16, once they are completed.

18.3 SASA to store and retain the works order books for a period of 3 years after date of receipt.

19. STATIONERY

19.1 SASA to make available prescribed stationery to be used by AGENT.
19.2 AGENT to ensure adequate stock of SASA prescribed stationery.
19.3 AGENT to ensure that all stationery is requested, timeously (two weeks lead time).
19.4 AGENT to keep stationary in a safe manner and not leave it to the third party.
19.5 AGENT to return the works order books within a month after it is completed.

20. RETENTION SAVINGS LOSSES

20.1 The reporting party is to provide a written report.
20.2 The defrauded Participant is to provide an affidavit.
20.3 SASA is to conduct an investigation to ascertain:
   20.3.1 If the funds were not drawn down by the Participant.
   20.3.2 Liable parties
20.4 SASA is to open a file with copies of all affected source documents, e.g. orders and invoices as well as all statements provided by the various parties.
20.5 SASA is to report the matter to the Internal Auditors. Where appropriate, criminal and/or civil charges are to be laid.
20.6 Once it has been ascertained that monies were not drawn down by the Participant, SASA is to reimburse the defrauded Participant to enable him/her to continue with farming operations. This is also necessary as SASA has underwritten the retention savings in terms of the South African Reserve Bank dispensation.
20.7 SASA is to record the reimbursed monies on a Suspense account until the liable party or the insurer has settled the claim.
20.8 SASA is to report all fraud cases to the Finance and Administration Committee which will decide whether to pursue the liable party following recommendation from management.
20.9 SASA is to advise its insurers of the incident and a claim be lodged where the AGENT is not liable.
20.10 Where the AGENT is liable and the Finance and Administration Committee has agreed, SASA must lodge a claim against the AGENT.

21. GENERAL

21.1 AGENT to assist SASA from time to time, with any reasonable ad hoc request related to the provision of AGENT services.
21.2 AGENT to set the deduction rate for the retention savings annually or as often as required at the discretion of the AGENT.
## Annexures

<table>
<thead>
<tr>
<th>Annexure</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Retention savings agreement</td>
</tr>
<tr>
<td>2</td>
<td>Participant details form</td>
</tr>
<tr>
<td>3</td>
<td>Specimen signature form</td>
</tr>
<tr>
<td>4</td>
<td>Banking details credit instruction form</td>
</tr>
<tr>
<td>5</td>
<td>Standard Bank documents checklist</td>
</tr>
<tr>
<td>6</td>
<td>Procurement Agreement</td>
</tr>
<tr>
<td>7</td>
<td>Standard Bank TPFA application forms</td>
</tr>
<tr>
<td>8</td>
<td>GIC master register</td>
</tr>
<tr>
<td>9</td>
<td>GIC acknowledgement form</td>
</tr>
<tr>
<td>9a</td>
<td>GIC receipt acknowledgement schedule</td>
</tr>
<tr>
<td>10</td>
<td>GIC requisition form</td>
</tr>
<tr>
<td>10a</td>
<td>GIC replacement form</td>
</tr>
<tr>
<td>10b</td>
<td>Schedule of GICs to be ordered</td>
</tr>
<tr>
<td>11</td>
<td>Confirmation of delegation of authority</td>
</tr>
<tr>
<td>12</td>
<td>Delegation of Authority form</td>
</tr>
<tr>
<td>13</td>
<td>works order</td>
</tr>
<tr>
<td>14a</td>
<td>service provider application form</td>
</tr>
<tr>
<td>14b</td>
<td>service provider evaluation checklist</td>
</tr>
<tr>
<td>15</td>
<td>Service Provider Review Forms</td>
</tr>
<tr>
<td>16</td>
<td>Retention savings scheme membership withdrawal form</td>
</tr>
<tr>
<td>17</td>
<td>A control sheet</td>
</tr>
</tbody>
</table>
RETENTION SAVINGS AGREEMENT

entered into between

____________________________________________________

(Grower Code:______________)

(Identity No./Registration No.: ___________________________)

(hereinafter referred to as the “Participant”)

And

SOUTH AFRICAN SUGAR ASSOCIATION

(a juristic entity incorporated in terms of the Sugar Act, 1978)

Herein represented by

________________________

In his/her capacity as

________________________

Duly authorised thereto

(hereinafter referred to as “SASA”)

(Collectively referred to as “the Parties”)
WHEREAS SASA has established Umthombo Agricultural Finance ("UAF"), to provide financial services to small-scale growers ("growers") to improve and develop their sugarcane productivity and efficiency;

AND WHEREAS pursuant thereto UAF operates a Retention Savings Scheme ("the scheme") which is available for the benefit of small-scale growers as part of the aforementioned services;

AND WHEREAS certain aspects of UAF’s functions to provide the financial services are administered through the various Mills, acting as Agents for SASA;

AND WHEREAS the Participant wishes to join the scheme;

AND WHEREAS the Participant authorises UAF to access and deduct a portion of his proceeds from the cane payment system which shall be retained and utilized in the scheme;

NOW THEREFORE IT IS AGREED THAT:

1. DEFINITION AND INTERPRETATION

1.1. In this agreement, unless the context otherwise indicates:

1.1.1. “Agent” means the Mill which SASA has entered into a Service Level Agreement with to provide certain administration services;

1.1.2. “Commencement Date” means the date of the last party signing this Agreement;

1.1.3. “Drawdown Procedure” means the procedure to be followed by the Participant when he wishes to funds from his retention savings account for sugarcane production input;

1.1.4. “Home Mill” means the Mill which the Participant entered into a cane supply agreement with;

1.1.5. “Interest Rate” means the rate as determined by SASA Council from time to time which is paid on the Participant’s retention savings balance;

1.1.6. “Retention Rate” means the agreed rate of cane proceeds which can be deducted and deposited by SASA into the Participant’s account for the products elected in Clause 4;
1.1.7. “Small Scale Grower” means a grower who delivers below 225 RV tons per season. All groups growing sugarcane shall be classified as a Small Scale Grower where the average RV tonnage does not exceed 225 RV tons per member;

1.1.8. “Sugar Cane Production Inputs” means all goods and services that Participant requires to produce sugarcane.

1.2. Headings of clauses are inserted for the purpose of convenience only and must be ignored in the interpretation of this Agreement.

1.3. Whenever any number of days is prescribed, it excludes the first and includes the last day unless the last day falls on a Saturday, Sunday or South African public holiday in which case the last day will be the next succeeding Business day.

1.4. In this Agreement, words importing a particular gender shall be deemed to include the other gender, words importing natural persons shall be deemed to include corporate bodies and associations of persons, and words importing the singular shall be deemed to include the plural, and vice versa.

1.5. Reference to any legislation (including statutes, ordinances, regulations and by-laws) must be construed as a reference to that legislation as at the date of signature of this Agreement and as may be amended or re-enacted or substituted from time to time.

1.6. Words or expressions defined in any particular clause in the body of this Agreement must bear the meaning so assigned to it throughout this Agreement unless the context indicates otherwise.

1.7. Any costs incurred by a Party arising out of the breach by any other Party of the any of the provisions of this Agreement must be borne by the Party in breach on an attorney and own client scale.

2. **DURATION OF THE AGREEMENT**

2.1. This Agreement shall commence on the Commencement Date and continue for an indefinite time, unless UAF discontinues its services or the Agreement is terminated as per Clause 6 below.
3. PRODUCTS

3.1. The Participant selects the following savings product(s) on the below mentioned rate offered by UAF in respect of the scheme:

<table>
<thead>
<tr>
<th>Product Required*</th>
<th>Default Rate*</th>
<th>Own Rate**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ratoon Management</td>
<td></td>
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<tr>
<td>Replant</td>
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<td></td>
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<tr>
<td>Maintenance</td>
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<tr>
<td>Dividends</td>
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(*to select with an 'x')

(** Participant must elect a retention rate higher than the default rate where he selects his own rate)

3.2. The Parties herein accept that the default rate may change from time to time as determined by the Agent.

4. THE PARTICIPANT'S ROLES AND RESPONSIBILITIES

The Participant shall:

4.1. Provide SASA with the relevant documentation as per Annexure 1 so that he can be entered into the scheme;

4.2. Be entitled to opt for a different Retention Rate (R/ton), which must be communicated to SASA in writing, in respect of the deduction from the sugarcane proceeds which is to be retained and reserved in the scheme;

4.3. Liaise and engage with the Agent for all drawdown procedures;

4.4. Be entitled to drawdown the remaining funds from the retention savings account, for each season upon providing UAF with a written confirmation from the chairperson of the Local Growers Association or the Field Manager that all the farming operations, for which funds were reserved, have been completed.
5. SASA’S ROLES AND RESPONSIBILITIES

SASA shall:

5.1. advise the Participant’s Home Mill of the deductions as selected in terms of clause 3 or from time to time as per Clause 4.2.

5.2. administer the scheme and attend to make any payments in terms of the drawdown procedure completed by the Participant, on the condition that there are available funds in the retention savings account;

5.3. be entitled to vary the Interest Rate from time to time;

6. TERMINATION

6.1. This Agreement may be terminated by:

6.1.1. Either Party by giving the other Party at least 1 (one) month’s notice of its intention to do so.

6.1.2. SASA upon the Participant no longer being classified as a small scale grower;

6.2. The Agreement shall be automatically terminated where the Participant’s retention savings account becomes dormant.

6.3. The termination of the Agreement shall not affect any drawdowns being processed before the notice was received.

7. INDEMNITY

7.1. The Parties warrant that they shall perform their obligations under this Agreement with due diligence, skill and care and in a prompt, diligent and professional manner.

7.2. Neither Party shall be liable for any direct or consequential damages suffered by the other Party except for the wilful default or gross negligence of such Party.
8. CONFIDENTIALITY

8.1. The Parties must keep confidential and must not use for any purpose other than performance of its obligations in terms of this Agreement, all information which either Party has obtained from the other or about the other and all information which is obtained in the course of performing their obligations, whether or not that information is marked “confidential”, unless the other Party consents to that disclosure, which consent shall not be unreasonably withheld.

9. DISPUTES

9.1. Should any dispute arise out of or in connection with this Agreement, its termination or cancellation or the subject matter thereof, including claims in delict or for rectification of the Agreement, either Party may declare that a dispute exists by giving notice to the other Party and refer the matter to the Local Development Committee where it exists or the Mill Cane Committee for reconciliation.

10. FORCE MAJEURE

10.1. Neither Party is liable for any failure to meet any of its obligations in terms of this agreement, or any delay in meeting them, to the extent which the failure or delay is caused by force majeure. A force majeure will be interpreted as any unforeseeable event beyond the reasonable control of the Party which causes the Party to be unable to perform its obligations in terms of this agreement. Such events includes but is not limited to any acts of God, civil commotion, riots, lockouts, acts of Government, fire, explosion, and epidemics.

10.2. The Party that is unable to perform because of a force majeure event ("the affected Party") must give notice to the other Party immediately upon the occurrence, or soon as reasonably possible, of an event of force majeure.

10.3. In the event that either Party is precluded from performing any of its obligations due to force majeure, the other Party will be entitled to perform, or use other service providers to perform such obligations for as long as and to the extent to which the affected Party is unable to perform.

10.4. The affected Party shall be relieved of its obligations in terms of this agreement for the duration of such event and its consequences but must resume
performance of its obligations as soon as the cause preventing the delay has ceased.

10.5. Should the force majeure prevent an affected Party from performing any of its obligations for a continuous period of 1(one) month from the date when it arose, the other Party may be entitled to terminate this agreement by giving the affected Party 5 (five) days written notice of its intention to do so.

11. NOTICES AND ADDRESSES FOR SERVICE

11.1. Unless otherwise specified any notice or communication in terms of this Agreement:

11.1.1. Must be in writing to be effective;
11.1.2. Must be sent by hand, electronic mail, telefax or prepaid registered post to the address/telefax/email below, which physical addresses the Parties select as their respective domicilia citandi et executandi:

The Participant

_______________________________________
_______________________________________
_______________________________________
_______________________________________

Telephone Number: ______________________
Email: __________________________________

SASA 170 Flanders Drive
Mount Edgecombe
4300

Telefax Number: 031 508 7195
Email: __________________________________

11.2. Either Party may change its address/telefax/email to any other address/telefax/email within South Africa. Such change will only take effect upon receipt or deemed receipt of such notice by the other Party.
11.3. Any notice or communication shall:

11.3.1. if delivered by hand during business hours to the person apparently in charge of the premises selected by the addressee for the delivery of notices, be deemed to have been received on the date of delivery;

11.3.2. if sent by prepaid registered post to the selected address, be deemed to have been received 6 (six) days after posting; and

11.3.3. if sent by e-mail to the selected e-mail address of the addressee, be deemed to have been received on the first Business Day following the date on which it has been transmitted from the information system under the control of the sender;

11.3.4. if telefaxed to the selected telefax number, be deemed to have been received on the first Business Day following the date of transmission.

11.4. Any written notice or any communication which has actually been received by a Party shall be regarded as sufficient notice even if it has not been sent in the manner or to the address provided for above.

12. MISCELLANEOUS LEGAL PROVISIONS

12.1. This is the whole Agreement between the Parties containing all of the express provisions agreed on by the Parties with regard to the subject matter hereof.

12.2. No Party may rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded herein.

12.3. No Agreement varying, adding to, deleting from or cancelling this Agreement (including this clause) and no waiver of any right under this Agreement shall be effective unless in writing and signed by or on behalf of the Parties.

12.4. No relaxation by a Party of any of its rights in terms of this Agreement at any time shall prejudice or be a waiver of its rights (unless it is a signed written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.

12.5. No Party may cede, delegate, assign, sub-let, sub-contract or in any way transfer any of its rights or obligations in terms of this Agreement without the prior written consent of the other Party.
12.6. Since the provisions of this Agreement have been settled by negotiation, the rule of construction that clauses must be interpreted against the Party principally responsible for drafting will not apply.

12.7. This Agreement shall be governed by and construed according to the laws of South Africa.

12.8. The termination of this Agreement does not affect such of its provisions which of necessity must continue to apply after such expiration or termination.

SIGNED at ___________________________ this _____ day of __________________ 2015

____________________________________________________________________
Name:
For THE PARTICIPANT
who hereby warrants that (s)he is duly authorised to sign this Agreement on its behalf
Full names ___________________________
Designation __________________________

As Witness:
1. ___________________________ 2. ___________________________

____________________________________________________________________
Name:
For THE PARTICIPANT
who hereby warrants that (s)he is duly authorised to sign this Agreement on its behalf
Full names ___________________________
Designation __________________________

As Witness:
1. ___________________________ 2. ___________________________

____________________________________________________________________
Name:
For THE PARTICIPANT
who hereby warrants that (s)he is duly authorised to sign this Agreement on its behalf
Full names ___________________________
Designation __________________________

As Witness:
1. ___________________________ 2. ___________________________
SIGNED at __________________________ this ______ day of __________________ 2015

________________________________________
Name:
For SOUTH AFRICAN SUGAR ASSOCIATION
who hereby warrants that (s)he is duly authorised to sign
this Agreement on its behalf
Full names ...........................................
Designation ......................................

As Witness:

1. ______________________________
2. ______________________________

The following documents must accompany this Agreement:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Participant’s Details Form</td>
</tr>
<tr>
<td>2</td>
<td>Certified copy of ID document / CIPC or other official registration certificate.</td>
</tr>
<tr>
<td>3</td>
<td>Proof of bank account (original bank statement, original stamped letter from the bank or original cancelled cheque) not older than 3 months.</td>
</tr>
<tr>
<td>4</td>
<td>Completed banking details credit instruction form</td>
</tr>
<tr>
<td>5</td>
<td>Resolution authorising signatories to act on behalf of entity (where applicable).</td>
</tr>
<tr>
<td>6</td>
<td>Certified copies of ID documents of all authorised signatories (where applicable).</td>
</tr>
<tr>
<td>7</td>
<td>Specimen signature form for all authorised signatories</td>
</tr>
</tbody>
</table>
### PARTICIPANT’S DETAILS FORM

<table>
<thead>
<tr>
<th>New Application</th>
<th>Amendment</th>
<th>Mill No.</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Grower Code</th>
<th>Farm(s)</th>
<th>Client No.</th>
</tr>
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<tbody>
<tr>
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</table>

### GROWER LEGAL STATUS

<table>
<thead>
<tr>
<th>Individual</th>
<th>Company</th>
<th>Trust</th>
<th>Co-operative</th>
<th>Close Corporation</th>
<th>Other*</th>
</tr>
</thead>
<tbody>
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</table>

*please specify

### SECTION A: PERSONAL DETAILS

<table>
<thead>
<tr>
<th>Title</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Surname / Entity Name</th>
<th></th>
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<tbody>
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<table>
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<tr>
<th>Initial(s)</th>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>First Name(s)</th>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth</th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>ID Number / Entity Registration No.</th>
<th></th>
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<tbody>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical Address</th>
<th></th>
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</tr>
</tbody>
</table>

|                     |       |
|                     |       |

|                     |       |
|                     |       |
Postal Address

Region

Association/Resource Centre

Telephone No.

Cellphone No.

I/We do hereby consent to UAF utilising the above cellphone no. for the communication of financial and other information

Email Address

Gender

Preferred Language
(English/Zulu)

Race

Grower classification
(Leasehold/Freehold/Tribal Land)

I/We hereby declare that the above information is true and correct and undertake to inform Umthombo Agricultural Finance (UAF) of any changes in the information furnished in this form and acknowledge that I/we will be liable for any losses or costs arising from the use of any incorrect information provided in this form. I/we agree that this information can be used to update the grower register as required by Clause 69 of the Sugar Industry Agreement, 2000. I/we further agree that UAF will not be held liable for any loss resulting from my/our failure to update the above information should any change arise.

Signed at ______________________ this ______ day of __________________ 20____

Authorised Signatory 1

Full Name/s : ________________________________
Signature : ________________________________
ID Number : ________________________________

Authorised Signatory 2

Full Name/s : ________________________________
Signature : ________________________________
ID Number : ________________________________
Authorised Signatory 3
Full Name/s : ..................................................................................
Signature : ..................................................................................
ID Number : ..................................................................................

Authorised Signatory 4
Full Name/s : ..................................................................................
Signature : ..................................................................................
ID Number : ..................................................................................

GIC(s) to be imprinted for existing participants

<table>
<thead>
<tr>
<th>GROWER IDENTIFICATION CARD</th>
</tr>
</thead>
</table>

Participant assisted by:
Name : ____________________________
Signature : _______________________
Date : ___________________________

For office use only:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Captured by</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Posted by</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SPECIMEN SIGNATURE FORM
(Please print clearly)

Date: ______________________

New       Change of signature

Name: __________________________     ID./Legal Entity’s Registration No.: ________________
Grower Code: ___________________      Mill: __________________________________________
Resource Centre/Association _______________________________________________________
Reason for new specimen signature__________________________________________________
_________________________________________________________________________________

Specimen Signature                  Confirmation of Specimen Signature

Please sign in block in black ink                Please sign in block in black ink
(Signature should not overlap or touch the borders of the box)                (Signature should not overlap or touch the borders of the box)

I confirm that I have been made aware that the above specimen signatures will be scanned into the signature database and that it will be used to verify and ascertain the lawfulness of the transactions that I intend to make.

Signature of client: ____________________

Confirmed by Extension Officer/Supervisor/Manager: _________________________ (Full name)
Signature: __________________________     Date: __________________________

Witness _______________________________________________________________ (Full Name)
Signature: __________________________     Date: __________________________

UAF Official’s Name: _______________________________________________________________
Signature: __________________________     Date: __________________________

In a case where the authorising signature, for a specific transaction, does not match to the signature appearing in the blocks above, Umtombo Agricultural Finance (UAF) may not consider or process such transaction. In a case where the signature of the client changes, the client will be required to complete a new specimen form, wherein a reason for the change is provided. The new specimen signature will be accompanied by an affidavit detailing the reason. The new signature will replace the signature previously captured in the UAF system. A certified copy of the signatory’s identity document must be attached to this form to confirm the validity of the signatory. Alternatively, in the case of legal entity a certified copy of the resolution wherein the signatory has been appointed must be attached.
BANKING DETAILS CREDIT INSTRUCTION

SECTION A

I/We (“the Umthombo Agricultural Finance account holder”)

________________________________________________________________________________________________

GROWER CODE

Resource Centre/Association ________________________________________________________________________

Hereby request, instruct and authorize Umthombo Agricultural Finance to pay any monies due to me/us into the bank account mentioned below, by way of electronic transfer.

I/we understand that I/we must immediately inform Umthombo Agricultural Finance if, at any time, the below mentioned account is closed or dormant and that Umthombo Agricultural Finance will not be held liable where they have not been informed of same and monies are paid into such account.

Umthombo Agricultural Finance will not, in any circumstances, be held liable for any incorrect payment which might arise due to incorrect/incomplete information supplied in Section B below.

I/We understand that UAF will supply remittance advices on request by me/us.

This credit instruction may be substituted by me/us providing UAF with a new credit instruction form.

Signature of Grower/Signatory: __________________________________  Date: ______________________

Signature of Grower/Signatory: __________________________________  Date: ______________________

Signature of Grower/Signatory: __________________________________  Date: ______________________

Bank statement or a Cancelled cheque of the Account Holder in Section B to be attached.

SECTION B:

TO BE COMPLETED ONLY BY THE BANK

Name of Bank Account Holder

______________________________________________________________________________________________

ID/Registration Number of Account Holder

______________________________________________________________________________________________

Name of Bank

______________________________________________________________________________________________

Branch Name

______________________________________________________________________________________________

Branch Code

______________________________________________________________________________________________

Account Number

______________________________________________________________________________________________

Type of Account: (Delete where not applicable) CURRENT/SAVINGS/TRANSMISSION

We declare that the above mentioned information is current and complete in every respect.

________________________________________________________

NAME OF BANK OFFICIAL

________________________________________________________

SIGNATURE OF BANK OFFICIAL

________________________________________________________

DATE

OFFICIAL BANK STAMP
# TPFA ACCOUNT CHECKLIST

<table>
<thead>
<tr>
<th>Documents</th>
<th>Required by</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Application form to open account for company*</td>
<td>SASA (Annex)</td>
<td>×</td>
</tr>
<tr>
<td>Application form to open account for close corporation*</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Application form to open account for Trust*</td>
<td>7</td>
<td>×</td>
</tr>
<tr>
<td>Application form to open account for partnership*</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Application form to open account for sole proprietor*</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Application form to open account for co-operative*</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Resolution template for Standard Bank</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Procurement Agreement for medium scale growers</td>
<td>× (6)</td>
<td></td>
</tr>
<tr>
<td>Participant details form</td>
<td>× (2)</td>
<td></td>
</tr>
<tr>
<td>Credit Order Instruction form</td>
<td>×(4)</td>
<td></td>
</tr>
<tr>
<td>Resolution from the entity for UAF</td>
<td>×</td>
<td></td>
</tr>
<tr>
<td>Specimen Signature</td>
<td>×(3)</td>
<td></td>
</tr>
<tr>
<td>Electronic Banking Participant Agreement</td>
<td></td>
<td>×</td>
</tr>
<tr>
<td>Delegation of authority form</td>
<td>×(11)</td>
<td></td>
</tr>
</tbody>
</table>

*Only one applicable form to be completed.*
PROCUREMENT AGREEMENT

entered into between SOUTH AFRICAN SUGAR ASSOCIATION ("SASA")
and .................................................................................................................. ("Grower")

The Grower hereby appoints SASA to administer and sign as signatory on the Grower’s Procurement bank account with the Standard Bank of South Africa Limited ("the bank"), subject to the Terms and Conditions set out on the reverse hereof and the Schedule (set out below).

SCHEDULE

<table>
<thead>
<tr>
<th>GROWER’s DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Registered Name : ...........................................................................................................</td>
</tr>
<tr>
<td>2. Trading Name : ..................................................................................................................</td>
</tr>
<tr>
<td>3. Co./CK./Id No. : ..................................................................................................................</td>
</tr>
<tr>
<td>4. Residential Address : ........................................................................................................</td>
</tr>
<tr>
<td>5. Bus. Address : ....................................................................................................................</td>
</tr>
<tr>
<td>6. Tel. No. : ..............................................................................................................................</td>
</tr>
<tr>
<td>7. Fax No. : ..............................................................................................................................</td>
</tr>
<tr>
<td>8. Home Mill : ..........................................................................................................................</td>
</tr>
<tr>
<td>9. Grower Code/No. : ...............................................................................................................</td>
</tr>
<tr>
<td>10. Project : .............................................................................................................................</td>
</tr>
</tbody>
</table>

FOR OFFICE USE

Procurement BANK ACCOUNT

1. Grower’s Procurement bank account no. : ........................................................................ |

SIGNED for and on behalf of SASA

who by his signature warrants that he/she is duly authorised hereto

Witness 1

Witness 2

Place : .................................................................
Date : .................................................................

SIGNED for and on behalf of the Grower

who by his / her signature warrants that he/she has read the Terms and Conditions set out on the reverse hereof and he/she is duly authorised hereto

Witness 1

Witness 2

Place : .................................................................
Date : .................................................................
1. **BACKGROUND**

1.1 The Grower is a medium-scale cane grower attached to the Mill under the Grower No. set out in the Schedule.

1.2 SASA has entered into an agreement with the bank in terms of which SASA provides a Computer System ("the system") linked to the Grower's bank account held with the bank. SASA, through its Umthombo Agricultural Finance Division is to administer the system in terms of the document annexed hereto marked "1".

1.3 The Grower has opened or will be opening a Procurement account with the bank as set out in the schedule to enable him/her to save for his/her sugarcane farm-related expenditure.

2. **APPOINTMENT**

2.1 The Grower hereby authorises SASA to instruct Standard Bank (SBSA) to open, operate, manage and instruct SBSA to close the Account. The Grower grants SASA the necessary authority to transact on the Account on the Sugar Cane Grower's behalf and lead the Account to the SASA's Business Online profile, subject to the receipt of this written and duly signed Mandate.

2.2 The Grower hereby appoints SASA to administer and sign as signatory on the Grower's Procurement bank account. SASA shall appoint two representatives to carry out its administrative functions and to sign as signatories on the Grower's Procurement bank account.

2.3 The Grower authorises SASA to negotiate the interest rate applicable to the Procurement Account with SBSA. The Grower authorises the Agent to authorise payment of the monthly administration fee, and transaction fee, if applicable, by the Grower to the Agent pertaining to the opening of the account and administration of the funds.

2.4 SBSA is entitled to act on all instructions given to it by SASA on behalf of the Sugar Cane Grower in respect of the Procurement Account.

2.5 The Grower acknowledges that it will not be able to close the account or transact directly at SBSA branches or head office. All transactions, including closing of the account, must be addressed to and actioned by SASA. The Grower will receive account statements on a monthly basis and SBSA will be responsible for the reconciliation of, as well as the provision of, income tax certificates regarding any interest earned in respect of the Procurement Account.

2.6 The Grower confirms that SASA acts as the Agent of the Grower. The Grower assumes, except in so far as there may be a right of recovery against the Agent, all risks connected with the administration of the Funds by SASA, as well as the responsibility to ensure that SASA executes the instructions as recorded in this Mandate.

2.7 All warranties given or statements made by the Grower in terms hereof are deemed to be given or made in favour of SBSA and SBSA will be deemed to have accepted the benefits given to it by this Mandate when it receives any deposit from SASA on behalf of the Sugar Cane Grower.

2.8 SASA will ensure that strict internal controls and processes are implemented to protect the Grower's Funds.

2.9 Upon closure of the Account held with SBSA, the Grower authorises SASA to instruct SBSA to pay all amounts, including accrued interest, standing to the credit of the Account into SASA's business account in order that SASA may then effect payment of the final amount, including interest, to the Grower save and except in circumstances of the winding-up of SASA. In the case of winding-up of SASA, SBSA will not pay any Funds standing to the credit of the Grower over to the liquidator of the insolvent estate of SASA and in those circumstances will be entitled to, after having deducted any fees or costs due to SBSA from such amounts, pay same directly to the Grower.

2.10 SBSA will have access to the information provided to SASA for the purposes of the Service as well as to comply with its obligations in terms of legislation.

2.11 The Grower warrants that all information provided to SASA in terms of this Mandate is true and correct and that insofar as any of the information changes, the Grower will immediately advise SASA thereof in writing.

2.12 The Grower warrants that the deposits which will form the subject of this Mandate do not emanate from, nor are they the proceeds of any unlawful activity whatsoever.

2.13 The Grower consents to SASA disclosing to SBSA any communication with the Grower, and SBSA shall have the right to intercept, monitor and retain any such communications.

2.14 The Grower hereby authorises SASA to place orders against the Grower's Procurement bank account through the system, on condition that a written requisition in respect of such order is signed by the Grower as proof of his/her authorisation.

2.15 No order shall be cancelled without a written instruction from the Grower.
2.16 The Grower hereby authorises SASA to pay creditors from the Grower’s Procurement bank account, on condition that the creditor’s invoice is signed by the Grower as proof of his/her authorisation and that the corresponding order and the requisition, authorised in terms of clause 2.2, are attached to the invoice.

2.17 The Grower acknowledges and agrees that from the Grower’s Procurement bank account no payments will be processed by SASA where the invoice value exceeds the order value.

2.18 The Grower hereby authorises SASA to deduct _____________________ of cane proceeds delivered against the Grower’s grower code from the proceeds of Sugar Cane due to the Grower by the mill. The deducted monies are to be deposited into the Grower’s Procurement Account. This rate will be applicable until SASA receives a written rate review instruction signed by the Grower and the Canegrowers’ economist.

3. CONFIDENTIALITY
SASA shall not divulge any information about the Grower’s Procurement bank account to anyone other than the Grower without the written consent of the Grower except where it is obliged to do so in terms of any laws or regulations.

4. PERIOD
This agreement shall commence on the date of signature hereof and shall endure until terminated either in terms of clause 5 or clause 7 or upon either party giving the other not less than 30 days written notice of termination, subject to there being no other agreements registered with the Agent that the Grower entered into which prohibit the closure of the account.

5. FORCE MAJEURE
5.1 Subject to the following provisions of this clause, neither party shall be responsible to the other for its failure to perform or any delay in performing any obligation under this agreement in the event and to the extent that such failure or delay is caused by force majeure.

5.2 For the purposes of this agreement, force majeure shall mean any circumstance which is beyond the reasonable control of the party giving notice of force majeure (“the affected party”) including but not limited to war (whether declared or not), revolution, invasion, insurrection, riot, civil, commotion, mob violence, sabotage, blockade, embargo, boycott, the exercise of military or usurped power, fire, explosion, theft, storm, flood, drought, wind, lightning, or other adverse weather condition, epidemic, quarantine, accident, breakdown of machinery or facilities, strike, lockout or labour dispute, acts or restraints of government imposition, or restrictions of or embargoes on imports or exports.

5.3 Notwithstanding the provisions of 5.2 above:

5.3.1 a labour dispute, strike or lockout which could be resolved by the affected party giving such notice shall not be treated as an event of force majeure;

5.3.2 inability to meet a payment because of a lack of funds shall in no circumstances be treated as an event of force majeure.

5.4 The affected party shall give notice thereof to the other immediately upon the occurrence of an event of force majeure.

5.5 If the event of force majeure is of such a nature that it will result in impossibility of performance of an obligation going to the root of the contract, the party not so affected (“the other party”) shall be entitled on receipt of the force majeure event, to terminate this agreement upon notice to the affected party but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

5.6 If the event of force majeure is of such a nature that it will not result in impossibility of performance of the obligation in question but will delay the performance thereof, the affected party shall be entitled to such extension of time in which to perform that obligation as may be reasonable in the circumstances, taking into account the interests of both parties; provided that if such force majeure situation persists for a period in excess of 30 days, the other party shall be entitled to terminate this agreement but shall not be entitled to recover any damages which it may suffer as a result of such premature termination.

6. CONSEQUENTIAL LOSS
Neither SASA nor its employees or agents shall in any circumstances, including negligence of any degree on their part and including a breach by SASA of its obligations in terms of this agreement, be liable to the Grower or any other person for any indirect or consequential loss, including but not limited to loss of profit.

7. BREACH
If either party should breach in any material provision of this agreement and remain in breach for a period of 10 days after receipt of a notice from the other party calling upon it to rectify the breach, the party giving such notice shall be entitled to cancel this agreement without prejudice to the accrued claims of either party or to any claim that it may have for damages arising out of such breach or the
premature termination of this agreement or otherwise.

8. **CESSION AND ASSIGNMENT**
   The Grower shall not be entitled, except with the prior written consent of SASA, to cede or assign any or all of its rights and obligations under this agreement, in whole or part, to any third party.

9. **INDEMNITY**
   The Grower indemnifies SASA and holds it harmless against any claims which may be made against it arising out of the implementation of the terms of this agreement, and against the claim of any body made pursuant to a statutory pledge or other preferrent or secured claim of which SASA has not been given timeous notice in writing.

10. **DOMICILE**
    The Grower chooses as its domicilium citandi et executandi the Business Address mentioned in the Schedule.

11. **GENERAL**
    11.1 This is the entire agreement between the parties.

    11.2 Neither party relies in entering into this agreement on any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

    11.3 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

    11.4 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right hereunder by reason of such party having at any time granted any extension of time for, or having shown any indulgence to, the other party with reference to any payment or performance hereunder.

    11.5 The failure of either party to comply with any non-material provision of this agreement shall not excuse the other party from performing the latter’s obligations hereunder fully and timeously.
Annexure 1

SASA – Standard Bank Procurement Agreement: Roles of the Parties

1. SASA will provide the Computer System ("the system"). This is a procurement system which links to the grower’s bank account held with the bank.

2. SASA, in partnership with the local mill offices, will provide the necessary manpower to operate the system which will be loaded by SASA on to every employee’s computer who is required to access the system.

3. Deposits into the growers’ Procurement accounts will be done by way of automatic deductions by the system against the growers’ cane proceeds. The deductions will be based on an agreed percentage of proceeds or rate per ton of cane delivered to the mill. The rate will be agreed between the Grower and the Mill Extension Department, Mentor or Cangrowers’ Economist and will be subject to reviews from time to time.

4. When the grower needs to purchase goods for the purpose of carrying out his/her business, he/she will send the respective requisition, co-signed by the Extension Officer or the Mentor, through to the mill area office for processing via the system.

5. The mill-area clerk will log onto the system and place orders, which will confirm available funds in the cane growers’ Procurement account. If there are sufficient funds, an order will be generated and funds locked in the grower’s Procurement account. The order will be filled in and given to the grower, who will take it to the supplier.

6. Upon delivery, the grower will confirm receipt of goods by signing the delivery note/invoice to authorise Umthombo to release payment to the supplier. The mill-area clerk will check the relevant documents, capture the payment in the system and forward the documents to Umthombo head office for final checking and release of the payment.
1. The Grower and Mentor agree on farm requirements and issue a requisition signed by both of them. The Requisition is sent to the mill-area office for placing of an order.

2. Are available funds sufficient?

   No → 2a. Notify the grower.

   Yes →

3. The mill-area Clerk verifies Signatures on the Requisition against the Specimen Signature Database.

4. Signatures match?

   No →

   Yes → 5. The mill-area Clerk locks away funds and produces an Order which is submitted to the Supplier.

6. The Supplier delivers goods and then issues a delivery note / invoice.

7. Is the grower & mentor satisfied with goods?

   No →

   Yes → 8. The grower and mentor sign the delivery note / Invoice and give it to the Supplier who submits it (together with the Requisition and the Order) to the mill-area office for payment.

9. The mill-area captures the payment after checking and correcting all the necessary details. The invoice amount should not exceed the Order amount.

10. The Requisition, Order and Invoice are then sent to Head Office for final Signature Verification against the Database whereafter the order is released for payment.
CLOSE CORPORATION

** Indicates FICA requirements

<table>
<thead>
<tr>
<th>Name of account:</th>
<th>Registration Number:</th>
</tr>
</thead>
</table>

** Resolution Passed by the Directors

** Application to open an Enterprise / Business Account (Form 00140800)

** Participant Agreement

** Account holder record (Form 00141163)

** CIPRO Certificate*

** CK1 (Founding statement) OR**

** CK2 (Amended Founding Statement)**

Originally certified copies of identification documents of members, signatories and persons who act on behalf of a close corporation**

** The last 3 months bank statements of business (if existing)**

** Proof of physical or trading address of business **

** SARS document**

** VAT registration proof**

** Board resolution appointing individuals/directors to act on behalf of co, signed by chairman or all members **

<table>
<thead>
<tr>
<th>Staff member assessing account - Bank Requirements</th>
<th>Staff member signing off account - FICA Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Personnel Number</td>
<td>Personnel Number</td>
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<tr>
<td>Designation</td>
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<td>Date</td>
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<td>Signature</td>
<td>Signature</td>
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</table>

N/A
RESOLUTION PASSED BY THE DIRECTORS OF ......

At a meeting of the Board of Directors of ........................................ registration number ....................... (the Company) held at ......................... on the .........................

It was resolved that:

Any two of the following directors of the Company:

1.
2.
3.

have been authorised to sign all legal agreements, indemnities and documentation in favour of the Standard Bank of South Africa Limited (the Bank) pertaining to:

1) The opening of, amendments to and operation of bank accounts and any additional bank accounts required from time to time.
2) The appointment and removal of authorised signatories as may be required from time to time.
3) The provision of Transactional Products and Services.
4) The provision of Foreign Trade Services
5) The provision of Direct Dealing Services
6) The provision of Cash Management Services
7) The provision of Business-On-Line Services
8) The provision of Merchant Card Services.

Signed at ........................................ on ..................

Director

Director

Director

(This resolution may also be signed as a true extract of the minutes of the meeting by the Chairmen and Company Secretary)
# Application to Open a Procurement Account

**Account Type**
- [ ] Sole proprietor/individual
- [ ] Co-operative
- [ ] Trust
- [ ] Other, please specify: [ ]

**Existing Standard Bank Account**
- [ ] Yes
- [ ] No

**Applicant Information**
- **Language Preference**
  - [ ] English
  - [ ] Afrikaans
- **Residency**
  - [ ] Resident
  - [ ] Non-resident

**Registered Name**

**Name of Account or Trade Name**

**Physical Business Address**

**Postal Address**

**Statement Frequency**
- [ ] Monthly
- [ ] Quarterly

**Identity or Registration Number**

**Registration Date (YYYY-MM-DD)**

**Establishment Date or Date of Birth (YYYY-MM-DD)**

**Income Tax Number**

**VAT Number**

**Nature of Business**

**Contact Details**

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Capacity</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
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</thead>
<tbody>
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</table>

**Account Closure**

The account holder instructs Standard Bank to pay all money in the account to an account nominated by SASA in the name of SASA at the time of closure of the account.

**SASA Care Giver Code**

**Name**

<table>
<thead>
<tr>
<th>Designation</th>
<th>Signature</th>
<th>Date (YYYY-MM-DD)</th>
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</table>

**Name**

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<tr>
<th>Designation</th>
<th>Signature</th>
<th>Date (YYYY-MM-DD)</th>
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</table>

**Approval (For Bank Use Only)**

**KYC/ICA Requirements**

- **Business Address and/or Trade Address verified**
  - [ ] Yes
  - [ ] No

- **Premises Visited**
  - [ ] Yes
  - [ ] No

- **Premises Visited by**

- **Completed by**

- **Personnel Number**
  - [ ] Personnel number

- **Approved by**

- **Release by**

- **Personnel Number**
  - [ ] Personnel number

---

The Standard Bank of South Africa Limited (Reg. No. 1992/000380/06) is an authorized financial services and registered credit provider (NCRCP 9).
Between

THE STANDARD BANK OF SOUTH AFRICA LIMITED
5 Simondium Street
Marshalltown
Johannesburg
2001

(the "Bank")

and

______________________________

______________________________

Registration number
At (physical address)

______________________________

(this "Participant")

1 DEFINITIONS

1.1 In this document entitled "Participant Agreement" certain terms are defined herein as follows:

1.2 "We" means the Bank and/or the Participant;

1.3 "You" means the Participant and/or the Bank;

1.4 "Us" means We and/or You;

1.5 "Us" means We and/or You;

1.6 "Specified Accounts" means such accounts as the Bank and/or Participant shall agree in writing from time to time.

1.7 "Electronic Banking Agreement" means an agreement entered into between the Bank and the Participant in respect of the provision of the Services to the Principal.

1.8 "Principal" means

1.9 "Specified Accounts" means the Principal's bank account(s) at the Bank.

1.10 "Electronic Banking Agreement" means an agreement entered into between the Bank and the Participant in respect of the provision of the Services to the Principal.

1.11 "Principal" means

2 RECORDED

2.1 We have entered into or will enter into an Electronic Banking Agreement with the Principal.

2.2 The Principal has executed a written agreement to the terms of this Agreement.

3 AGREEMENT

3.1 By signing this Participant Agreement, you agree that the Principal will be entitled to use and/or transfer the funds in Your Specified Account(s) as specified in the Principal Agreement.

3.2 By signing this Participant Agreement, you agree that the Principal will be bound by the terms and conditions of the Electronic Banking Agreement.

3.3 By signing this Participant Agreement, you agree to abide by the terms and conditions of the Electronic Banking Agreement.

3.4 By signing this Participant Agreement, you agree that the Principal will be entitled to use and/or transfer the funds in Your Specified Account(s) as specified in the Principal Agreement.

4 DURATION

This Participant Agreement will remain effective until terminated by either party giving notice in writing to the other party.

5 DIRECT MARKETING

If you are a registered subscriber to the Consumer Protection Act No. 68 of 2008, you may cancel the Agreement and terminate the Services without notice or penalty by written notice to the Bank.

6 NOTICES AND DOMICILUM

All notices and documents relating to this Participant Agreement shall be served at the address set out in the Principal Agreement.

7 GENERAL

We may amend this Participant Agreement at any time by written notice to you.

Signed at ____________________________  Date ____________________________

______________________________  ____________________________

Participant (Duly Authorised)  As Witness

______________________________  ____________________________

Participant (Duly Authorised)  As Witness

______________________________  ____________________________

Equality  As Witness

______________________________  ____________________________

Participant (Duly Authorised)  As Witness

______________________________  ____________________________

Bank (Duly Authorised)  As Witness

00154749 2012-08

The Standard Bank of South Africa Limited (Reg. No. 1912/00781901) is an authorized financial services provider and registered credit provider (NCRP-15).

Identify/Passport Number  Identify/Passport Number

Identify/Passport Number  Identify/Passport Number

Identify/Passport Number  Identify/Passport Number

Identify/Passport Number  Identify/Passport Number
[NOTE: THIS PARTICIPANT RESOLUTION MUST BE USED BY CLOSE CORPORATIONS TAKING UP ELECTRONIC BANKING IN SOUTH AFRICA AS A PARTICIPANT]

At a meeting of the Members of ______________________ with Registration Number ______________________ (the “Participant”)

held at: ______________________ on date ______________________.

IT WAS RESOLVED THAT:
1. The Participant accept and participate in the electronic banking service as amended from time to time that has been offered to ______________________ Registration Number ______________________ (the “Principal”) by The Standard Bank of South Africa Limited, Registration Number: 1962/000738/66 (the “Bank”) and having read and understood the relevant electronic banking agreement, the relevant operational regulations concluded between the Bank and the Principal (collectively, the “Master Agreement”) accordingly accedes to and agrees to be bound by all the terms and conditions of the Master Agreement as a “Party” thereto.

2. ______________________ with Identity/Passport Number ______________________ Sample Signature ______________________
   ______________________ with Identity/Passport Number ______________________ Sample Signature ______________________
   ______________________ with Identity/Passport Number ______________________ Sample Signature ______________________

is/are authorised (JOINTLY/SEVERALLY) to execute on behalf of the Participant in favour of the Bank the participant agreement (the “Participant Agreement”), any authorities or forms required in order to debit a bank account, and all operational documents and all other documents ancillary thereto, thereby giving effect to the above resolution in paragraph 1;

3. In such Participant Agreement, amongst other things, the Principal shall be authorised on behalf of the Participant to generally perform any act or do anything required or prescribed by the Master Agreement, including but not limited to:
   3.1 view balances and statements on the Participant’s bank account(s), which bank account(s) are provided in writing to the Bank by the Participant (the “Specified Account”);
   3.2 perform inter account transfers and payments to beneficiaries on behalf of the Participant up to and including the maximum limit as stipulated for each of the Participant’s Specified Account(s);
   4. the Authorised Signatory(ies) appointed from time to time by the Principal is/are hereby appointed to act as the Authorised Signatory(ies), on behalf of the Participant; and
   5. the Authorised Signatory(ies) appointed from time to time by the Principal is/are authorised, amongst other things, to appoint and terminate the appointment of designated persons (“Designated Person(s)”)* on behalf of the Participant from time to time as may be required and which Designated Persons, or amongst other things, entitled to appoint and terminate the appointment of Operators.

Member 1

Signature: ______________________
Full name: ______________________
Identity number: ______________________
Date (YYMMDD): ______________________

Member 2

Signature: ______________________
Full name: ______________________
Identity number: ______________________
Date (YYMMDD): ______________________

Member 3

Signature: ______________________
Full name: ______________________
Identity number: ______________________
Date (YYMMDD): ______________________

Member 4

Signature: ______________________
Full name: ______________________
Identity number: ______________________
Date (YYMMDD): ______________________

*Delete whichever is not applicable

The Standard Bank of South Africa Limited (Reg. No. 1962/000738/66) An authorized financial services and registered credit provider (FSP9415)
**Grower Identification Card (GIC) Master Register**

<table>
<thead>
<tr>
<th>No.</th>
<th>GIC No.</th>
<th>Client No.</th>
<th>Name on Card</th>
<th>ID Number</th>
<th>GIC Receipt Acknowledgement Schedule No.</th>
<th>Date Schedule Sent</th>
<th>Date Schedule Acknowledged</th>
<th>Date GIC Collected</th>
<th>Date Schedule Returned</th>
<th>Agent</th>
<th>Comments</th>
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</tbody>
</table>
# ACKNOWLEDGEMENT OF RECEIPT OF THE GROWER IDENTIFICATION CARD

I, __________________________________________________________, Identity No. __________________________, hereby acknowledge receipt of Grower Identification Card:

<table>
<thead>
<tr>
<th>GROWER/ENTITY NAME</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>GROWER CODE</td>
<td></td>
</tr>
<tr>
<td>UAF PIN NO</td>
<td></td>
</tr>
<tr>
<td>RESOURCE CENTRE/ASSOCIATION</td>
<td></td>
</tr>
</tbody>
</table>

I confirm that I have received terms and conditions for using this card and these terms and conditions were explained to me in detail.

Signature: __________________________   Date: ______________________

PARTICIPANT

---

# FOR USE BY AGENT*

I, __________________________, in my capacity as __________________________ (designation) confirm that I have issued the aforementioned Grower Identification Card to the card recipient and explained the terms and conditions to him/her.

Signature: __________________________   Date: ______________________

AGENT

*Card to be issued to the grower by a Senior Representative
1. The Loan Recipient, Retention Savings Scheme Participant, appointed Signatory in the case of a group/legal entity or mentorship arrangement, who shall hereinafter be referred to as the Grower, shall sign the Grower Identification Card (“the Card”) on the signature panel at the back of the card immediately upon receipt.

2. Only the person, whose name appears on the Card, can sign at the back of the Card.

3. In certain instances, UAF may accept the use of the Card by a duly authorised third party where such third party has been noted by UAF.

4. The purpose of using the Card is to ensure that all purchase orders placed by the Grower or on the Grower’s behalf are duly authorised by the Grower.

5. The use of the Card does not change anything on the current systems of Umthombo Agricultural Finance (UAF), except that in addition to the Grower’s signature, the Grower will be required to use the Card to confirm all purchases of goods or services.

6. The Card shall only be used to drawdown from the Grower’s loan or retention savings account held with UAF.

7. Upon the completion of an order, the Grower’s Card number must be manually imprinted onto the copy in the order book.

8. Upon delivery of the goods, the Grower shall manually imprint the Card number onto the delivery note or invoice.

9. The Grower is responsible to ensure that the Card is always kept safe and is protected from any fraudulent use or material damage.

10. Should the Card be lost or stolen, UAF must be notified, on 031 508 7092, within 24 hours of such loss or theft.

11. UAF shall provide the Grower with a reference number upon being informed of the Card being lost or stolen and subsequently cancel the lost or stolen Card and immediately suspend all accounts of the Grower.

12. UAF shall issue the Grower with a new Card as soon as possible, at a cost to the Grower.

13. UAF shall bear no liability for any fraudulent transactions that take place by use of the Card.

14. Where any Card is lost or stolen and the Grower has failed to report this to UAF, the Grower shall be held liable for all withdrawals made from the Grower’s loan or retention savings account held with UAF.

15. The Card remains the property of UAF and where requested shall be returned by the Grower to UAF.

16. By signing, the Grower acknowledges having read and understood these terms and conditions and confirms receipt of a copy.

Card Recipient's Name: _____________________________ Signature: ____________________

Grower Code: __________________ (as per the Card) Date: ________________________
<table>
<thead>
<tr>
<th>NO</th>
<th>GROWER CODE</th>
<th>UAF GIC NO.</th>
<th>NAME ON CARD</th>
<th>ID NUMBER</th>
<th>DATE ISSUED</th>
<th>GIC HOLDER’S SIGNATURE</th>
<th>ISSUED BY</th>
<th>SIGNATURE OF ISSUER</th>
<th>TERMS &amp; CONDITIONS RECEIVED</th>
<th>GROWER DETAILS RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>UAF</td>
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</table>

NAME: ___________________________ SIGNATURE: ___________________________ DATE RECEIVED: ___________________________ 

DATE RETURNED TO SASA: ___________________________
**GROWER IDENTIFICATION CARD REQUISITION FORM**

I, ________________________________________________________,
Identity number ___________________________, hereby request Umthombo Agricultural
Finance (UAF) to issue a Grower Identification Card for my use:

<table>
<thead>
<tr>
<th>Grower/Entity Name</th>
<th></th>
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<tbody>
<tr>
<td>Grower Code</td>
<td></td>
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<tr>
<td>Resource Centre/Association</td>
<td></td>
</tr>
<tr>
<td>Local Mill</td>
<td></td>
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<tr>
<td>Cell Phone Number</td>
<td></td>
</tr>
<tr>
<td>Name of the Nearest Post Office</td>
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<tr>
<td>Postal Code of the Nearest Post Office</td>
<td></td>
</tr>
</tbody>
</table>

I authorise UAF to send SMS to the cell phone number indicated above, notifying me of delivery
of my card to the mill for collection by me.

Signature: __________________________   Date: ______________________

**FOR USE BY MILL OFFICIAL**

I, ________________________________________________________, in my capacity as
______________________________ (designation) confirm that I have
assisted the grower whose details appear on this form, to request for a new Grower
Identification Card.

Signature: __________________________   Date: ______________________

---

```
REPORT SUSPECTED IRREGULARITIES AND FRAUD
TOLL FREE: 0800 304 544 EMAIL: INFORMATION@WHISTLEBLOWERS.CO.ZA
WEBSITE: www.whistleblowing.co.za
```

Umthombo Agricultural Finance is a department of the South African Sugar Association
Umthombo Agricultural Finance is a Registered Credit Provider (NCRCP1896)
GIC REPLACEMENT REQUEST

<table>
<thead>
<tr>
<th>GROWER/SIGNATORY NAME</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>GROWER CODE</td>
<td></td>
</tr>
<tr>
<td>IDENTIFICATION NUMBER</td>
<td></td>
</tr>
<tr>
<td>REASON FOR REPLACEMENT</td>
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</table>

By means of my signature below, I/we request Umthombo to replace my lost GIC and confirm that the participant details completed above are correct. I/we further authorise Umthombo to deduct from my retention savings account the prevailing GIC replacement fee amounting to R______, for the replacement of my GIC.

Grower Signature: __________________________ Date: ______________________
Grower Signature: __________________________ Date: ______________________
Grower Signature: __________________________ Date: ______________________
UAF Representative: ________________________ Date: ______________________

Office Use

Confirmation of receipt of the request for the replacement of the Grower’s GIC by __________________________ (Name)

Comments regarding confirmation of receipt______________________________

Signature __________________________ Date: ______________________
<table>
<thead>
<tr>
<th>No.</th>
<th>GIC No.</th>
<th>Grower Code</th>
<th>Name on Card</th>
<th>ID Number</th>
<th>Client No.</th>
<th>Agent</th>
<th>Date GIC Requisition signed</th>
<th>Comments</th>
<th>Date Ordered</th>
<th>Supplier</th>
<th>Order No.</th>
<th>Date GICs Received</th>
<th>Received by</th>
<th>Filed by</th>
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</tbody>
</table>
CONFIRMATION OF DELEGATION OF AUTHORITY  
(Limited to sugarcane related transactions)

This serves to confirm that: ____________________________________________________________

Identity Number: _________________________________________________________________ (“the appointee”)

has been appointed by: _____________________________________________________________

Identity Number: __________________________________________________________________

Grower Code: ________________________________________________________________ (“the grower”)

and accepted by UAF to carry out the following transactions on behalf of the grower:

- Purchase goods/services for crop management out of loan/retention accounts held with UAF
  and use the grower’s UAF Grower Identification Card (GIC) to authorise such purchases.

- Adjust the Retention Savings deduction rate.

The appointee is required to imprint the grower’s GIC on every document that he/she is required to
sign. The transaction shall be null and void without the imprint of the grower’s GIC.

_________________________________________________________________________________

UAF Official’s Name

________________________________   ____________________________________

UAF Official’s signature                            Date
DELEGATION OF AUTHORITY

(to transact on an Umthombo Retention Savings Account)

I, the undersigned: __________________________________________________________________

Grower Code: _________________________ Client No.: ___________________________________

Retention Savings Account Type: _____ Account sub type(s): _____ Account No: _____________

Identity Number/Entity Reg. No: ______________________________, (Certified copy of Identity
Document/ Ent ity Registration Document attached)

Hereby duly authorise and appoint ___________________________________________

("appointee"), Identity Document /Registration Number, ___________________________________,

to transact on my retention savings account held with Umthombo Agricultural Finance (Umthombo) in

cordance with the Retention Savings Scheme policies and procedures.

The appointee shall provide Umthombo with specimen signatures and where applicable an entity
resolution authorising signatories.

The appointee is duly authorised to carry out the following specific transactions on my behalf (tick your
selection):

☐ Purchase goods/services for crop management out of the ratoon retention account held with
Umthombo;

☐ Authorise the drawdown of funds to pay labourers;

☐ Drawdown from my retention savings account to settle invoices for ratoon management work
performed on my farm by the appointee.

☐ Adjust the retention savings deduction rate from time to time.

Terms and Conditions:

1. The appointee shall nominate duly authorised representatives to sign as signatories on my
account held with Umthombo. The appointee shall advise Umthombo of changes to duly
authorised signatories from time to time.

2. This Delegation of Authority shall remain effective until I notify Umthombo, in writing, to cancel it
or I issue a new Delegation of Authority which will supersede any previously issued Delegation
of Authority.
3. I consent to Umthombo divulging my account and transaction details to the appointee and I confirm that Umthombo will not be held liable, for any loss arising, as a result of this Delegation of Authority.

Signed at __________________________ on this ______ day of ________________ 20________

Participant’s Signature: _______________________________ Date:_________________________

Commissioner of Oaths:

I certify that the above signed deponent acknowledged that he/she knows and understands the contents of this Delegation of Authority, that he/she does not have any objection to taking the oath, that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me and that the administering of the oath complied with the regulations contained in the Government Gazette No. R1258 of 21 July 1972 as amended.

__________________________________                       ____________________________________
Signature       Full Name
Commissioner of Oaths     Stamp

Designation: _______________________
Date: _____________________________
Place: ____________________________

Appointee’s acceptance of Delegation of Authority:

Signature: _______________________________ Date:_________________________

Witness: _______________________________ Date:_________________________

For office use:

Captured by: ___________________________ Date:_________________________

Posted by: ______________________________ Date:_________________________

Account Number: _______________________________
WORKS ORDER

<table>
<thead>
<tr>
<th>Withdrawal Type</th>
<th>S/Provider</th>
<th>Own</th>
<th>Reimbursement</th>
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</thead>
<tbody>
<tr>
<td>Mill Area</td>
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<tr>
<td>Date</td>
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</table>

PARTICIPANT DETAILS:  SERVICE PROVIDER DETAILS:

<table>
<thead>
<tr>
<th>Grower/Entity name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client no.</td>
<td>Client no.</td>
</tr>
<tr>
<td>Acc. Holder.</td>
<td>S/Prov no.</td>
</tr>
<tr>
<td>Grower code</td>
<td>Invoice no.</td>
</tr>
<tr>
<td>Account no.</td>
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</table>

DETAILS OF GOODS AND SERVICES

<table>
<thead>
<tr>
<th>Farming Operations</th>
<th>Operations Code</th>
<th>Amount</th>
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Total

AUTHORISATION BY THE GROWER

<table>
<thead>
<tr>
<th>No.</th>
<th>Name</th>
<th>ID No.</th>
<th>Grower ID Card</th>
<th>Signature</th>
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GROWER IDENTIFICATION CARD(S)

RESERVATION OF FUNDS

<table>
<thead>
<tr>
<th>Prepared by</th>
<th>Funds Reserved by</th>
<th>Order Over limit authorised by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Date:</td>
<td>Signature:</td>
</tr>
</tbody>
</table>

CONFIRMATION OF INSPECTION AND/OR COMPLETION OF WORK FROM AGENT

<table>
<thead>
<tr>
<th>Inspected by AGENT Representative (Extension Officer or equivalent)</th>
<th>Authorised by Senior AGENT Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Date</td>
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</tbody>
</table>

PAYMENT PROCESSING

<table>
<thead>
<tr>
<th>Withdrawal/Invoice Captured By</th>
<th>Authorisation of Invoice over limit (if applicable)</th>
<th>Posted By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td>Signature</td>
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<tr>
<td>Signature</td>
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<td>Date</td>
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</table>

The procuring of any service through this Works Order is an arrangement between the aforementioned grower and the service provider. The South African Sugar Association shall not, under any circumstances, accept any liability whatsoever in respect of these services.
Service Provider Terms and conditions

1. Service provider must ensure that the required funds are reserved before work is commenced or services are rendered.
2. Services must be initiated within a reasonable period of the funds being reserved, failing which the grower may cancel this works order.
3. The value of the goods and/or services supplied is not to exceed the monetary amount stated on the works order.
4. Payment of this works order is conditional upon signature hereof by the grower on your delivery note or invoice, miller conducting the field inspection and the grower acknowledging that the goods and/or services have been received in good order and condition.
SERVICE PROVIDER APPLICATION

SERVICE PROVIDER NUMBER:

[Box for office use only]

☑ New Application ☐ Amendments

Mill Area: _____________________ Local Association/Zone: ____________________________

1. PERSONAL DETAILS

1.1 Name/Name of Entity : ____________________________________________________________

1.2 Type of Entity : _________________________________________________________________

(CC, Company, Sole Proprietor etc.)

(Provide copies of your registration documents and Directors/shareholders’ certified ID copies)

1.3 Date of Registration : ____________________________________________________________

1.4 Registration number : ___________________________________________________________

Entity Registration Number or ID No for sole proprietor

1.5 Physical Address : _________________________________________________________________

1.6 Postal Address : _________________________________________________________________

1.7 Telephone Number : _____________________________________________________________

1.8 Cell Number : _________________________________________________________________

1.9 Fax Number : _________________________________________________________________

1.10 Email Address : _______________________________________________________________
2. **NATURE OF BUSINESS**

Briefly describe your core business activities, products/services you offer:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

3. **BANKING DETAILS**

3.1 Name of account holder: __________________________________________________

3.2 Name of Bank : __________________________________________________

3.3 Branch Name : __________________________________________________

3.4 Branch Code : __________________________________________________

3.5 Type of Account : __________________________________________________

3.6 Account Number : __________________________________________________

5. **TERMS AND CONDITIONS**

I/we hereby authorise UAF to do credit checks on my/our name/s or entity for purposes of assessing this application and I/we also authorise UAF to deposit all monies due to me/our entity to the banking details supplied above. Umthombo Agricultural Finance will not, in any circumstances, be held liable for any incorrect payment which might arise due to incorrect/incomplete information supplied above.

I/we declare that the above details are true and correct and that I/we have disclosed all information requested in this application.

I/we confirm that I am /we are aware and understand the Terms and Conditions associated with this application.

Signatory 1______________________________________ Date___________________

Signatory 2______________________________________ Date___________________

Signatory 3______________________________________ Date___________________

4. **CHECKLIST OF DOCUMENTATION ATTACHED** (please tick)

Certified ID copy/ Registration document [ ]

Stamped credit order instruction and Stamped Bank statement or cancelled cheque [ ]

Resolution of Entity authorising signatories( Including certified copy of signatory Identity Document) [ ]

Tax clearance certificate (if applicable) [ ]

6. **RECOMMENDATION BY LOCAL DEVELOPMENT COMMITTEE**

The above mentioned applicant was assessed, by the ________________________________ Development Committee, in accordance with the requirements detailed in the Service Provider Evaluation Checklist.
This service provider application was recommended for approval by the Committee at the meeting held at ___________________________ on ___________________________ (date).

_________________________________  ____________________________
Chairman: Development Committee   Date

7. **UAF USE ONLY**

Credit bureau clearance obtained: - Yes ☐  No ☐  Date obtained: ________
Result: -

_________________________________   ____________________________
Compliance Officer     Date

Approval by _______________________

_________________________________   ____________________________
UAF Operations Manager    Date

Captured by _______________________

_________________________________   ____________________________
Signature      Date
<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Yes/No (by contractor)</th>
<th>Checked and verified that all equipment is in good working condition (signature of duly authorised official)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Have you ever been deregistered or disqualified from being a service provider on Umthombo system?</td>
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<td>2</td>
<td>List different equipment and machinery that you have and their capacity. <em>E.g. two tractors, Massey Ferguson 8690 which can complete ploughing of 12 ha per day.</em></td>
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<td>3</td>
<td>Do you have any experience in sugarcane production? (please provide number of years of experience):</td>
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<td></td>
<td>Land preparation</td>
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<td>Planting</td>
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<td>Hand weeding</td>
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<td>Herbicide application</td>
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<tr>
<td>Fertilizer application</td>
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<td>Harvesting</td>
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<td>4 Have you attended any sugarcane production training? (please provide details)</td>
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<td>5 Do you have any employees employed by you (please provide the number of employees)?</td>
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<td>Permanent employees</td>
<td>Seasonal employees</td>
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SERVICE PROVIDER REVIEW FORM

SERVICE PROVIDER NUMBER: (for office use only)

☐ New Application                  ☐ Amendments

Mill Area: _____________________  Local Association/Zone: ____________________________

1. PERSONAL DETAILS

<table>
<thead>
<tr>
<th>Details</th>
<th>Existing</th>
<th>New</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Name/Name of Entity</td>
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<td></td>
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<tr>
<td>1.2 Type of Entity</td>
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<tr>
<td>1.3 Trading name</td>
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<td></td>
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<tr>
<td>1.4 Date of Registration</td>
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<td>1.5 Registration number/ID number</td>
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<tr>
<td>1.6 Postal Address</td>
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<td></td>
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<tr>
<td>1.7 Physical Address</td>
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<tr>
<td>1.8 Telephone Number</td>
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<td>1.9 Cell Number</td>
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<td>1.10 Fax Number</td>
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<tr>
<td>1.11 Email Address</td>
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</tbody>
</table>

3. NATURE OF BUSINESS

Briefly describe your core business activities, products/services you offer:

<table>
<thead>
<tr>
<th>Existing Information</th>
<th>New information</th>
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</table>

Umthombo Agricultural Finance is a department of the South African Sugar Association
Umthombo Agricultural Finance is a Registered Credit Provider (NCRCP1896)
4 BANKING DETAILS (proof required)

<table>
<thead>
<tr>
<th>4.1 Name of account holder</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2 Name of Bank</td>
<td></td>
</tr>
<tr>
<td>4.3 Branch Name</td>
<td></td>
</tr>
<tr>
<td>4.4 Branch Code</td>
<td></td>
</tr>
<tr>
<td>4.5 Type of Account</td>
<td></td>
</tr>
<tr>
<td>4.6 Account Number</td>
<td></td>
</tr>
</tbody>
</table>

I/we hereby authorise UAF to do credit checks and criminal record checks on my/our name/s or entity for purposes of assessing this application and I/we also authorise UAF to deposit all monies due to me/our entity to the banking details supplied above. Umthombo Agricultural Finance will not, in any circumstances, be held liable for any incorrect payment which might arise due to incorrect/incomplete information supplied above.

I/we declare that the above details are true and correct and that I/we have disclosed all information requested in this application.

I/we confirm that I am /we are aware and understand the Terms and Conditions associated with this application.

Signatory 1_____________________________ Date___________________________

Signatory 2 ______________________________ Date___________________________

Signatory 3_____________________________ Date___________________________

5. CHECKLIST OF DOCUMENTATION ATTACHED (please tick)

- Certified ID copy/ Registration document
- Stamped credit order instruction and Stamped Bank statement or cancelled cheque
- Resolution of Entity authorising signatories( Including certified copy of signatory Identity Document)
- Tax clearance certificate (if applicable)
- SP Evaluation checklist

6. RECOMMENDATION BY LOCAL DEVELOPMENT COMMITTEE

The above mentioned applicant was assessed, by the ____________________________
Development Committee, in accordance with the requirements detailed in the Service Provider Evaluation Checklist.

This service provider application was recommended for approval by the Committee at the meeting held at___________________________ on ____________________________ (date).

_________________________________  ____________________________
Chairman: Development Committee    Date
8. **UAF USE ONLY**

Credit bureau clearance obtained: - Yes ☐  No ☐  Date obtained: ________  
Result: -  
________________________________________  ____________________________________

Compliance Officer  Date

Approval by  ______________________

________________________________________  ____________________________________

UAF Operations Manager  Date

Captured by  ______________________

________________________________________  ____________________________________

Signature  Date
WITHDRAWAL FROM UMTHOMBO AGRICULTURAL FINANCE’S RETENTION SAVINGS SCHEME FORM

PARTICIPANT’S DETAILS

<table>
<thead>
<tr>
<th>Name</th>
<th>Grower Code</th>
<th>I.D No./Registration No.</th>
<th>Resource Centre/Association</th>
</tr>
</thead>
</table>

I/We herein request UAF to terminate my/our Retention Savings Agreement with UAF, as per Clause 6 and further request that all monies owing to me/us in the Retention Savings Scheme be deposited into (tick the applicable box below):

- [ ] The account on the UAF system
- [ ] An account as per the attached credit instruction form

I/We confirm that my/our funder has consented to me/us withdrawing from the scheme (tick the applicable box below).

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
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<tbody>
<tr>
<td>(a copy of the letter of consent is attached hereto)</td>
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</table>

I/We confirm that the above request will result in my/our retention savings account being closed.

Authorised Signatory 1: ___________________________ Date: _______________
Authorised Signatory 2: ___________________________ Date: _______________
Authorised Signatory 3: ___________________________ Date: _______________

GROWER IDENTIFICATION CARD

UAF/62/14
### ANNEXURE 17

#### UMTOMS AGRICULTURAL FINANCE
Kwa'Brien, 170 Randers Drive, Mount Edgecombe
P.O. Box 700, Mount Edgecombe, KwaZulu-Natal, 4300
Telephone: +27 31 508 7000
Website: www.africa.org.za

<table>
<thead>
<tr>
<th>#</th>
<th>Grower Code</th>
<th>Grower Name</th>
<th>Order No.</th>
<th>Invoice No.</th>
<th>Amount</th>
<th>Specimen Form</th>
<th>Banking Details</th>
<th>Other</th>
<th>Agent Comments</th>
<th>Recd</th>
<th>UAF Comments</th>
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<tbody>
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**Agent Name:**
**Agent No.:**

**Control Sheet Ref. no.:**

**Agent Rep. Name:**
**Agent Rep. Signature:**
**Submission Date:**

**UAF Rep. Name:**
**UAF Rep. Signature:**
**Date C/S Recd:**
**Date Docs. Recd:**
**Date of response**