

POWER OF ATTORNEY

I, the undersigned _____ (full name) (herein after referred to as the “PRINCIPAL”), with IDENTITY NUMBER _____ residing at _____ (residential address), do hereby appoint _____ (full name), (herein after referred to as the “AGENT”) with IDENTITY NUMBER _____ of _____ (company, firm or institution’s name) with power of substitution, to be my lawful agent for managing and transacting my business in the whole Republic of South Africa with full power and authority for me and in my name and for my account and benefit:

1. **APPOINTMENT OF AGENT:**

To demand, sue for and recover and receive and/or give discharges for all moneys goods, effects and things, securities for all sums of money goods, effects and things, debts, stocks, shares and property whatsoever, whether solely or jointly with any other person/s, which now are or hereafter may become due, owing, payable or belong to the Principal;

2. **IMMOVABLE PROPERTY:**

To manage and let, either on lease or otherwise, and also to improve, alter, or otherwise deal with Principal’s immovable property (including but not limited to any stands, houses or other property belonging to the Principal or with which the Principal is entitled to deal) in such manner as the Agent shall deem fit and to make any outlay in connection with the said property and the upkeep thereof or otherwise in relation to the said property or any part thereof.

3. **LEASE AGREEMENT:** To collect and receive rents, and if necessary, cancel any lease or other tenancy of the Principal's immovable property (including but not limited to any stands, houses or other property belonging to the Principal or with which the Principal is entitled to deal) and take all legal proceedings for eviction or otherwise in connection with such lease or other tenancy, or the cancellation thereof;

4. **SALE AGREEMENT:** To buy or sell movable or immovable property (including but not limited to any stands, houses, claims or mining rights or mining titles in due and customary form or other property belonging to the Principal or with which the Principal is entitled to deal) and also claims and other mining rights of all kinds and in connection with any purchase or sale to make the necessary declaration as to the truth of the amount of the purchase price. To receive or to make and give, as the case may be, the necessary contracts or acts and deeds of transfer or leases of and relating to any immovable or leasehold property, stands, houses, claims or mining rights or mining titles in due and customary form according to the laws of the Republic of South Africa and usages;

5. To take up money under security of property movable or immovable and to appear before any Registrar of Deeds or any Magistrate, Notary Public or other competent authority and to make and execute all such Mortgage Bonds or other Securities as may be required or necessary in that behalf or to secure debts due by the Principal before the passing of such Bonds or that may become due thereafter under obligation of the Principal and property of every description;

6. **INVESTMENTS:**
To invest any of the Principal's money in such manner, at such rate of interest, and upon such securities as the Agent shall in his absolute discretion deem fit and from time to time to vary the said investments or any

of them and in the meantime, and pending any such investment as aforesaid, to deposit the said money or any part thereof with any financial institution, building society or other institution authorised by the laws of the Republic of South Africa, to accept money on deposit to whom or to which the Agent shall deem fit to entrust the same.

7. **ARBITRATION:**

To adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes and matters which may subsist or arise between the Principal and any person/s, Company, Corporation, etcetera, whatsoever and for the purpose of arbitration to make the necessary appointments and sign and execute the necessary acts and instruments in that behalf;

8. **BUSINESS AFFAIRS, INVESTMENTS, SECURITIES:**

To manage my business affairs, investments, securities and movable property attend meetings, for the time being in such manner as the Agent shall deem fit and to make any payments in connection with my business affairs, investments, securities and movable property, including but not limited to:

- 8.1 **CREDITORS:** To attend all meetings of creditors of any person/s, company, syndicate indebted to the Principal whether in insolvency or otherwise and to prove the Principal's claim at any such meeting or meetings and to vote for the election of a Trustee or Trustees or to consent to the assignment of the estate of any of my debtors to sign the necessary deeds and to vote for the election of an Assignee/s and also to vote on all questions submitted to any such meeting of creditors and generally to exercise all rights attaching to the Principal as creditor;

- 8.2 DECEASED ESTATE: To attend meetings of person/s interested in any estate, testate or intestate, with which the Principal may be concerned as next of kin, heir, legatee, creditor or otherwise, to vote for the appointment of any Executor to do whatever may be required to prove the Principal's claim, and to act for the Principal in all matters pertaining to the estate;
- 8.3 INCOME: To accept the transfer of any stocks, funds, shares, annuities and other securities in any company or syndicate, to receive such shares which shall or may at any time hereafter be transferred or selected to the Principal whether solely or jointly with any other person or persons and to sign any Memorandum and Articles of Association and other documents requiring the signature of shareholders. To receive the dividends, interest and income arising from any stocks, shares or other property now or hereafter belonging to the Principal, whether solely or jointly with any other person/s;
- 8.4 APPEARANCE: To appear in person or by proxy at the meetings of shareholders of any company or syndicate in which the Principal may hold a share or shares and to vote thereat on the Principal's behalf;
- 8.5 SCRIPT / SHARES: To buy, sell, and exchange Script or Shares and to sign the necessary transfers and documents to pass title thereto;
- 8.7 THIRD PARTIES: To act and co-operate with other person/s who have an interest in the Principal's business and legal affairs (which includes a *usufruct*).

9. **SPECIFIC AUTHORISATION ITO COMPANIES:**

Without in any way restricting or limiting the aforementioned general powers and authorities, the Principal hereby specially authorises said Agent to attend to all or any of the following acts, matters and things in relation to any company within the Republic of South Africa:

- 9.1 To sign and subscribe the Principal's name to the Memorandum and Articles of Association, to undertake to purchase from, and/or to subscribe to the Memorandum of Association of all or any of such company or companies for such number of shares in the share capital of the company or companies as the Principal's said Agent (and Attorney if appointed by the Agent) may deem fit.
- 9.2 In the Principal's name and behalf as well as in respect of all or any of such company or companies to sign, execute, deliver and cause to be lodged with the Registrar of Companies or other competent official, a consent in writing to act as a Director on the Board of Directors of any such company or companies and in terms of the Companies Act, 1973, of the Republic of South Africa or any similar legislative provision in any territory or Country worldwide.
- 9.3 If so deemed necessary and *in lieu* and instead of subscribing the Memorandum of Association (MOA) of any such company or companies, in the Principal's name and behalf to sign, execute, deliver and lodge with the Registrar of Companies aforesaid, a contract in the Principal's name and behalf to take from and pay unto any such company or companies such number of shares in the share capital of the company concerned as will be necessary to qualify me as a Director(s) in terms of the Companies Act, 1973, of the Republic of South Africa or any similar legislative provision in any territory, region or country worldwide.

9.4 Upon the Principal being named as a Director or proposed Director in any Prospectus or statement *in lieu* of Prospectus, to be lodged by any such company, to sign and execute such Prospectus or statement *in lieu* of the Principal's name and behalf.

10. **RECEIPTS, RELEASES OR OTHER EFFECTUAL DISCHARGES:**

To further give and/or grant receipts, releases or other effectual discharges for any sum of money, article, object or thing recovered on the Principal's behalf, which receipt, whether given in the Principal's name or in the Agent's name shall exonerate the person/s paying such money/s from seeing to the application thereof;

11. **PARTNERSHIP:**

To enter into any partnership, dissolve or liquidate any partnership, to sell or transfer any partnership property (movable or immovable), to represent the Principal in all matters relating to any company that may at any time hereafter be registered or incorporated within the Republic of South Africa or in any territory, region or country worldwide.

12. **SIGN OR EXECUTE ANY DEED OR INSTRUMENT:**

To sign or execute any deed or instrument in writing as effective as the Principal might or could do if personally present;

13. **DOMICILIUM:**

To choose the "*domicilium citandi et executandi*";

14. **BANK ACCOUNT:**

14.1 With regards to the aforesaid or any of them, to open and/or operate on any banking account with any Financial Institution in the Principal's name alone or in the joint names of the Principal's and any other person/s;

- 14.2 To draw, sign, accept, endorse and negotiate cheques, bills of exchange, promissory notes, dividend and interest warrants and negotiable instruments, to negotiate for and take discounts and loans with or without security;
- 14.3 To pledge and/or withdraw any type of security for the repayment thereof.
- 14.5 To sign receipts with regards to the banking account;
- 14.6 To establish credits for others;
- 14.7 To guarantee payment of any liability or indebtedness of others;
- 14.8 To bind the Principal as surety "*in solidum*" and as co-principal debtor and under renunciation of the benefits of division to sign the Principal's name and execute on behalf of the Principal all contracts, transfers, deeds whatsoever.

15. **LEGAL PROCEEDINGS:**

For the purposes above mentioned, to commerce, carry on, settle or defend all actions, compound and abandon all actions, suits, claims, demands, proceedings and any other legal proceedings in respect of the Principal's affairs, movable and/or immovable property or any part thereof or in respect of anything in which the Principal may be in any way concerned. To appoint and mandate an attorney should the Agent deem necessary.

16. **GENERAL:**

To concur in doing any of the acts and things hereinbefore mentioned in conjunction with any other person/s having an interest therein. To act in relation to the Principal's property (movable or immovable) and affairs, in relation to this deed as fully and effectively as the Principal might or could do if personally present.

17. RATIFICATION:

The Principal hereby ratifies and agrees to ratify all acts, which the Agent under this power of attorney shall do or purport to do by virtue of this power of attorney.

SIGNED at _____ (Place) on this _____ day of _____
2017.

AS WITNESSES:

1. _____

2. _____

(FULL NAME AGENT)

(FULL NAME PRINCIPAL)