

HerdFund

Investor Terms & Conditions

1. Introduction

1.1 These Terms & Conditions ("Terms") govern the relationship between **HerdFund (Pty) Ltd** ("HerdFund", "we", "us", "our") and each person or entity who invests in cattle through the HerdFund platform ("Investor", "you").

1.2 By purchasing cattle or cattle shares through HerdFund, you agree to be bound by these Terms.

2. Nature of Investment

2.1 Investments made through HerdFund are linked to cattle owned, managed, and maintained by HerdFund on behalf of Investors.

2.2 Investors acquire **ownership or beneficial interest** in cattle or cattle shares, subject to HerdFund's management obligations.

2.3 The investment is **not a guaranteed return product**. Returns depend on livestock performance, market conditions, and other agricultural risks.

3. Management of Cattle

3.1 All cattle will be housed, grazed, and managed on farms leased or operated by HerdFund.

3.2 Investors agree that HerdFund has full discretion on:

- Breeding and re-breeding cycles
- Veterinary care
- Sale of cattle and offspring
- General herd management

3.3 Investors may not directly interfere with day-to-day management.

4. Fees & Commission

4.1 HerdFund reserves the right to charge earns a **10% commission** on each cattle sale and a **10% commission** on the sale of cattle offspring.

4.3 Fees and commissions may be amended on written notice to Investors.

5. Investor Returns

5.1 Profits are derived from the **sale of cattle and offspring**.

5.2 Net proceeds (after costs and commission) will be distributed to Investors in proportion to their ownership interest.

5.3 Payouts are made only after sale and settlement of accounts.

6. Risks & Disclaimers

6.1 Investing in livestock carries risks, including but not limited to:

- Disease outbreaks
- Mortality of cattle
- Market price fluctuations
- Drought and environmental conditions

6.2 Herd Fund will take reasonable steps to manage risks but **does not guarantee returns**.

6.3 Investors accept that past performance is not indicative of future results.

7. Investor Obligations

7.1 Investors must provide accurate information for compliance with FICA and other applicable laws when requested.

7.2 Investors must promptly pay any fees or contributions due.

7.3 Herd Fund may suspend or terminate an investment if an Investor breaches these Terms.

8. Withdrawal & Termination

8.1 Investments in cattle are generally **illiquid** until sale.

8.2 Investors may request an early withdrawal, but HerdFund is under no obligation to repurchase shares in cattle.

8.3 HerdFund reserves the right to liquidate cattle in the event of insolvency, force majeure, or regulatory order.

9. Legal Compliance

9.1 HerdFund operates in accordance with South African company law, tax law, and agricultural regulations.

9.2 Investors are responsible for their own tax obligations arising from profits or distributions.

10. Limitation of Liability

10.1 HerdFund, its directors, and employees shall not be liable for any loss or damages (direct or indirect) unless caused by gross negligence or willful misconduct.

10.2 Investors acknowledge that they are investing at their own risk.

11. Governing Law

These Terms are governed by the laws of the Republic of South Africa.

12. Amendments

12.1 HerdFund may amend these Terms on written notice to Investors.

12.2 Continued participation by Investors will constitute acceptance of the amended Terms.