

ANNEXURE BC3A (DEED OF ADHERENCE)  
**APPLICATION FOR EN COMMANDITE PARTNERSHIP**  
**HIGH YIELD AGRI BESPOKE**  
**JURISTIC PERSON**

1. This application to become an en-commandite/Limited Partner in the Bullseye Capital Private Equity Access En-Commandite Partnership ("the Partnership") is made on the terms and conditions set out in the following documents and agreements -
  - a. Private Invitation;
  - b. Disclosure Document (marked as Annexure "BC" to the Partnership Agreement); and
  - c. Partnership Agreement.
  
2. By signing this request form, the Limited Partner in Paragraph 3 below –
  - a. acknowledges that it has received and carefully read and considered all the documents listed in Paragraph 1 above; and
  - b. undertakes to be bound by the terms and conditions as set out in the Partnership Agreement as well as all the documents listed in Paragraph 1 above.
  
3. This application is made by:

### INVESTOR DETAILS

CHOOSE ONE:	<input type="checkbox"/> Trust	<input type="checkbox"/> Company	<input type="checkbox"/> CC	<input type="checkbox"/> Other	<input type="text" value="(Please specify)"/>
Name of Entity:	<input style="width: 100%;" type="text"/>				
Registration Number:	<input style="width: 100%;" type="text"/>				
Physical Address:	<input style="width: 100%;" type="text"/>				
	<input style="width: 60%;" type="text"/>	Postal Code:	<input style="width: 20%;" type="text"/>		
Email Address:	<input style="width: 30%;" type="text"/>	Mobile Number:	<input style="width: 40%;" type="text"/>		
Business Activities:	<input style="width: 30%;" type="text"/>	Industries:	<input style="width: 40%;" type="text"/>		
<b>PERSON ACTING ON BEHALF OF THE ABOVE ENTITY:</b>					
Name and Surname	<input style="width: 100%;" type="text"/>				
ID Number:	<input style="width: 35%;" type="text"/>	Mr	<input type="checkbox"/>	Mrs	<input type="checkbox"/>
			<input type="checkbox"/>	Ms	<input type="checkbox"/>

### BANK DETAILS

Name of Bank:	<input style="width: 100%;" type="text"/>	Account Number:	<input style="width: 100%;" type="text"/>
Account Holder:	<input style="width: 100%;" type="text"/>	Branch Code:	<input style="width: 100%;" type="text"/>

## THE GENERAL PARTNER DETAILS:

BULLSEYE CAPITAL (PTY) LTD

Reg No:	2022/559206/07	Tel No:	021 2000 717
Address:	7 Elektron Road, Techno Park, Stellenbosch, 7600	Email Address:	info@bullseyecapital.com
Account Name:	Bullseye Capital (Pty) Ltd	ABSA Bank:	632005
Account No:	410 575 0388	Reference:	Surname & ID no.

4. The Limited Partner, by signing this Deed of Adherence, hereby unconditionally and irrevocably applies to become a commanditarius or Limited Partner in the Partnership on the terms and conditions of the Agreement establishing the Partnership, a copy of which the Limited Partner has already received and read.
5. The Limited Partner understands that -
  - a. the Partnership may in its sole and absolute discretion, acting through the General Partner, reject this application; and
  - b. on acceptance by the General Partner of this application (which shall be communicated to the Limited Partner in writing), it shall become a Limited Partner in the Partnership on the terms of the Partnership Agreement, as if it was a party to the Partnership Agreement as from date the Partnership Agreement was concluded, being the date when this deed of adherence is signed by the General Partner.
6. The Limited Partner hereby irrevocably undertakes to, without any delay, furnish the General Partner with all the required information and documents that the General Partner may require to discharge their obligations under the South African Financial Intelligence Centre Act No. 38 of 2001 ("FICA") and understand that the General Partner may delay or reject this application until the Limited Partner has done so.
7. The Limited Partner hereby confirms and agrees that it -
  - a. has read and understands the investment objectives, risks and restrictions as detailed in the Disclosure Document;
  - b. has read and understands the remuneration provisions of the General Partner which may include but not be limited to, profit share, management and performance fee that will be levied against its Partnership Interest in the Partnership;
  - c. has read and understands the risk disclosure statement as detailed in the Disclosure Document;
  - d. has carefully and diligently evaluated the risks connected with becoming a Limited Partner of the Partnership;
  - e. concurs that participation in the Partnership is consistent with its financial requirements, investment strategy and objectives and that the Limited Partner meets the qualification criteria in the Disclosure Document;
  - f. has either obtained tax, accounting, regulatory, legal and financial advice from appropriate independent advisers with respect to this transaction or have dispensed with the need to do so.
8. Unless the context indicates otherwise, the terms defined in the Partnership Agreement shall have the same meaning as this Deed of Adherence.
9. Contributed Capital
  - a. For purpose of, and in terms of the Partnership Agreement, the Limited Partner hereby irrevocably and unconditionally contributes the following initial Capital Contribution to the Partnership:

Product Options: (Please Tick)	<input type="checkbox"/> 1 Year: 12,65%	<input type="checkbox"/> 2 Years: Year1 + 0,75%	<input type="checkbox"/> 3 Years: Year 2 +0,75%
Bespoke:	<input type="checkbox"/>		
Total Investment Amount: (Min: R25 000)	R <input type="text"/>		
Source of Funds:	Please indicate the source of funds below:		
	<input type="checkbox"/> Savings	<input type="checkbox"/> Inheritance	<input type="checkbox"/> Sale of Property <input type="checkbox"/> Investment Payout
	<input type="checkbox"/> Bonus	<input type="checkbox"/> Other	<input type="text"/> (Please specify)
	(Proof can be requested.)		

- b. The payment of the Capital Contribution in Paragraph 9 (a) above must be made by means of electronic funds transfer into the nominated banking account of the General Partner in Paragraph 3 above. The Limited Partner's name and registration/identity number must be used as payment reference and proof of payment must be forwarded to the General Partner at its e-mail address in Paragraph 3 above.

10. Payments

The Limited Partner chooses that all return payments to it shall be made to the banking account particulars recorded under its name in Paragraph 3 above, unless the Limited Partner gives otherwise reasonable notice in writing and supplies the General Partner with such documentation as required by the General Partner.

## DECLARATION

I, [REDACTED] the undersigned client, hereby confirm that this document was fully completed prior to me signing it to become a Limited Partner and that the information and FICA documentation provided by me are true, valid and correct.

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Client Signature: [REDACTED]

Accepted by the General Partner: \_\_\_\_\_ Date: \_\_\_\_\_

## BROKER DETAILS

Name of Broker: [REDACTED]

Brokerage: [REDACTED]

Broker Signature: [REDACTED]

\*Please send completed applications and supporting documentation, including proof of payment, to [admin@insightcapital.co.za](mailto:admin@insightcapital.co.za) for processing.

## FICA DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION FORM

(Please indicate the relevant documentation being attached)

### COMPANY

- Board resolution / Affidavit / Letter of authority to authorize signatory
- Copy of ID's of Directors and Authorised persons
- Certificate of Incorporation
- Proof of Physical Address of Company
- Proof of SA Bank Details of Company
- Resolution confirming Shareholding
- Copy of ID/Reg Documents for ALL natural / legal persons holding 25% or more interest in the business
- Proof of Address for ALL natural / legal persons holding 25% or more interest in the business
- Source of Funds

### CLOSED COOPERATION

- Founding statement
- Amended Founding Statement if Applicable
- Certificate of Incorporation
- Proof of SA bank Details of Closed Corporation
- Proof of Physical Address of Closed Corporation
- Resolutions / Letter of authority authorising signatory
- Proof of ID of each Member and Authorised person
- Proof of physical address each Member and Authorised person
- Proof of ID/Registration Document for ALL natural / legal persons holding 25% or more interest in the business
- Proof of Address for ALL natural / legal persons holding 25% or more interest in the business
- Source of Funds

### TRUST

- Letter of Authority from the Master of High Court
- Proof of SA Bank details in name of Trust
- Proof of address of the Trust
- Resolution authorizing trustee to act
- Copy of ID's of all Trustees and Trust Founder
- Proof of address of all Trustees and Trust Founder
- Copy of ID's of all NAMED beneficiaries
- Proof of address of all NAMED beneficiaries
- Death certificate where Trustee / Founder is deceased
- Source of Funds

### OTHER (PARTNERSHIP/CLUB/ASSOCIATION/ BODY CORPORATE/INCORPORATED ENTITY, ETC)

- Constitution or other founding document
- Resolution / Letter of Authority authorizing signatory
- Copy of ID of all representatives
- Proof of Physical address of al representatives
- Proof of SA bank details of partnership/ club / association / body corporate
- Source of Funds

**ANNEXURE BC2**  
**Bullseye Capital Proprietary Limited**

Registration number: 2022/559206/07

**As the General Partner of Bullseye Capital Private Equity Access**  
**En Commandite Partnership**

Has issued a

**PARTNERSHIP INVESTMENT DISCLOSURE DOCUMENT**

On the 01 March 2023 being the date when the Initial disclosure document was issued and accepted.

Bullseye Capital Private Equity Access En Commandite Partnership, a limited liability Partnership (the "Partnership") issued this Disclosure Document exclusively and on a private selection / invitation basis only.

**1. INTRODUCTION**

- 1.1 This document outlines and summarises an investment opportunity in the agricultural sector through an En Commandite Partnership that was founded by Bullseye Capital Proprietary Limited (the "General Partner").
- 1.2 The General Partner takes responsibility for the accuracy of the information provided and advises prospective investors to consult a professional advisor and obtain independent legal, tax, accounting, financial, and investment advice. The General Partner and its employees are not indemnified against losses from gross negligence or fraud.
- 1.3 This investment involves risks, and the potential return depends on the Partnership's performance, which may fluctuate from time to time. This opportunity is suitable for astute private investors on a private selection / invitation basis, which does not constitute an intermediary service, who have a high tolerance for investment volatility and can accept the potential for capital loss.
- 1.4 Due to the nature of the agricultural industry, the General Partner may need more time to obtain the liquidity required to pay back Limited Partners, or, may be unable to make repayments to Limited Partners in the case of extraordinary events, such as *force majeure* and *vis major*. If the withdrawal or repayment of a Major Withdrawal will harm the Partnership Net Value or the remaining Limited Partners, the General Partner can postpone repayment until further notice.

**2. EXECUTIVE SUMMARY OF THE PARTICIPATION OPPORTUNITY**

The following information is presented as a summary of certain of the Partnership key terms and features and which, together with the Partnership Agreement, form an integral part of the Disclosure Document.

2.1	Broad Profit-Making Strategy of the Partnership	The Partnership will conduct business in the agricultural sector and related business.
2.2	Investment Currency:	a) Investment in Rand. b) Disinvestment in Rand. c) Income / profit earnings payable in Rand. d) Reporting currency in Rand.
2.3	Minimum Participation Interest per prospective Limited Partner:	On a selection / private invitation only basis: R25 000
2.4	Participation Term:	A minimum period of not less than 12 months for investments. Each contribution will be treated as a separate Participation Term.

2.5	Repayments:	Repayments would commence at the end of the Participation Term, if the Limited Partner complied with the Notice Period in terms of Clause 2.6, otherwise, another Participation Term will become applicable.
2.6	Notice Period for Repayments:	60 Days before the end of the Participation Term, submitted in writing by the Limited Partner and received by the General Partner.
2.7	Participation Closing Date:	When the maximum number of Limited Partners, as determined by the General Partner, has been reached.
2.8	Risk Management Strategy:	All asset acquisition will be subject to pre-investment scrutinising, evaluation, due diligence, viability audit, contractual arrangements, and professional recommendations.
2.9	Market Risks:	Due to the nature of the agricultural industry, Limited Partners acknowledge that the General Partner may require more time to acquire liquidity to fund repayments, or, become unable to make repayments in the case of <i>force majeure</i> and <i>vis major</i> .
2.10	VAT:	The General Partner will be VAT-registered, and payment of Value-Added Taxation ("VAT") will apply where so applicable.
2.11	Income Tax:	Prospective Limited Partners will be liable for the applicable taxation on the net taxable income earnings / profit-return received from the Partnership. A Statement of the contributions and distributions will be issued after the financial year.

### 3. QUALIFYING INVESTMENT CRITERIA

The General Partner has elected the following minimum qualifying criteria for participation in the Partnership. Every prospective Limited Partner must meet all the below minimum criteria to become a Limited Partner in the Partnership. A prospective Limited Partner is advised to seek professional assistance from a qualified and experienced financial and legal advisor to determine his/her/its eligibility to become a Limited Partner in the Partnership, based on the below minimum investment criteria.

- 3.1 **Prospective Limited Partner introduction:** The prospective Limited Partner must have been selected and privately invited by the General Partner based on being potentially interested in getting involved in investment in the agricultural industry and associated business of the Partnership.
- 3.2 **Applicant age:** Where the prospective Limited Partner is a natural person, he or she must have reached the age of 18 (Eighteen) and of a sober and sound mind or be represented by a legal guardian in the case of a minor.
- 3.3 **Origin of capital:** Each prospective Limited Partner must disclose in full the origin of the capital to be contributed to the Partnership. **No capital from untraceable sources or from any illegal origin will be accepted.**

Signature of prospective Limited Partner	
Name of signatory	
Signed at	
Date	