

AGREEMENT OF SERVICE

entered into and between:

JOHN FREDERICK HUME
T/A Buffalo Dream Ranch
with ID number 420125 5482 085
(herein referred to as "RhinoStay")

and

Name: _____
ID number: _____
(herein referred to as "the Owner")

Postal address:

P O BOX 14261,
FLAMWOOD WALK, 2535

Physical address:

GED DOORNPLAATS 14 HP
SS390-62-3, KLERKSDORP

E-mail:

johnhume@platinumrhinocbo.co.za

Postal address:

Physical address:

E-mail:

Number of Rhinos:

**Rhino Unique ID's /Tag
Numbers:**

RHINOSTAY'S SERVICE CHARTER

- RhinoStay was born out of a well-established South African Captive Breeding Operation on the farm Buffalo Dream Ranch (BDR).
- RhinoStay has created a well-run, safe and sustainable venue for rhinos to thrive in natural habitat surrounded by other rhinos, a caring campmaster and a team of professionals, including a fulltime wild life Vet, to take care of the Rhino.
- RhinoStay will at all times endeavour to ensure the safety and health of the Rhino and it is therefore important that the Owner understands and adheres to RhinoStay's terms and conditions set out in this agreement.

INTRODUCTION

- RhinoStay has set out terms and conditions in this Agreement that will apply to the work RhinoStay does for the Owner and the Rhino.
- A condition of the Rhino's stay at RhinoStay, each Owner is required to complete and sign this Agreement which will indicate that the Owner has read, understood and agrees to this Agreement.
- Once signed by both the Owner and RhinoStay this Agreement will form the entire agreement between the Parties.

DEFINITIONS AND INTERPRETATION

In this Agreement, the following terms shall bear the following meanings, unless the context indicates otherwise:

"This Agreement" means the agreement between RhinoStay and the Owner and is applicable to the provision of the Services provided by RhinoStay to the Owner.

"Owner" The purchaser of the rhino becomes the Owner of the rhino, upon payment of the purchase price, with the transfer of ownership that will be subject to the necessary permits from the different departments according to legislation of the Department of Environmental Affairs, Provincial Government and South Africa.

"Parties" means, collectively, RhinoStay and the Owner, and

"Party" shall mean either RhinoStay or the Owner as the context may indicate;

"Rhino" The rhino or rhinos purchased by the Owner and left at RhinoStay to benefit from the Services described herein and identified by the unique ID's above

"RhinoStay" The Service Provider

"Service Provider" is RhinoStay located on the farm Buffalo Dream Ranch.

"Services" means the services to be provided by RhinoStay to the Owner, as more fully set out below.

"Natural or juristic persons" Words and phrases denoting natural persons refer also to juristic persons, and vice versa; and

"Gender" pronouns of any gender include the corresponding pronouns of the other gender.

Expressions in the singular also denote the plural, and vice versa;

1. PURPOSE OF THIS DOCUMENT

The purpose of this document is to govern the relationship between the Owner and RhinoStay as set out below.

2. SERVICE

The Service will consist out of the following:

2.1. **PLACE OF SAFETY** the Rhino will be monitored 24/7 with the unique state-of-the-art security system to insure the Rhino's safety from poachers.

2.2. **VETERINARY STUDBOOKS**

2.2.1. The inhouse veterinarian will take care of the Rhino, This Service will include all veterinary care that the Rhino may need and is included in the monthly cost;

2.2.2. Vaccination and or preventative medicine will also be administered to the Rhino by the veterinarian from time to time;

2.3. HUSBANDRY SERVICE

2.3.1. The Rhino's horn will be trimmed for the protection of the Rhino and will remain the property of the Owner. Any permits required will be applied for by RhinoStay.

2.3.2. Supplementary feed will be given to the Rhino seasonally and through periods of drought to ensure its optimum health.

2.3.3. Any births will remain the progeny of the Owner and will run with the mother at RhinoStay. The Owner will only be liable for additional cost of the progeny from the age of 6 months.

2.3.4. Deaths are part of nature and cannot be avoided by RhinoStay. RhinoStay will do all that is needed to keep the Rhino safe and healthy however the unexpected can happen, and is out of RhinoStay's control. In that instance RhinoStay will not be held accountable for any of the deaths of the Rhino;

2.4. ACCESS TO THE RHINO

2.4.1. Information will be forwarded to the Owner regarding major events in the Rhino's life;

2.4.2. The Owner will be permitted to visit the Rhino once a year with one months' prior written notice, during office hours and at a time suitable to both Parties.

2.4.3. The Owner will be escorted to the Rhino by a RhinoStay employee and will spend some time as pre-arranged with the Rhino, from a distance to be determined by the employee.

2.5. PERMITS

RhinoStay will assist the Owner with various permits from time to time, at no additional cost, however the Owner will remain liable for the permit fee as prescribed by Government.

2.6. COMPLAINTS OR SUGGESTIONS

2.6.1. RhinoStay operates a complaint or suggestions handling procedure which will be used to resolve disputes when they arise.

2.6.2. Any complaints or comments can be submitted by email to compliance@platinumrhinocbo.co.za.

3. COST OF THE SERVICE

The cost for the Service provided by RhinoStay, inclusive of the above, will be R5 800.00 per month excluding VAT.

4. PAYMENT OF COST

4.1. The Owner agrees to pay for the Service as set out in this agreement.

4.2. The cost of the Service will be inclusive of expenses and disbursements but permit application fees are excluded and VAT thereon.

- 4.3. The cost of the Service will escalate in line with cost escalation of RhinoStay's operating cost or with a minimum of CPI.
- 4.4. Payment for the Service will be payable on the 1st day of each month in advance.

5. LAWS AND REGULATIONS

- 5.1. This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa and CITES.
- 5.2. **Compliance:** Parties will comply with all laws and regulations which may, directly or indirectly, impact upon provision of the Services and to the ownership of both the Rhino and trimmed horn.
- 5.3. **Changes in law:** RhinoStay accept no responsibility for any such changes in the law or practice, or in interpretations thereof occurring after the date of entering into this agreement. RhinoStay will however endeavour to remain current with such changes and convey any such change to the Owner in due course.

6. INTELLECTUAL PROPERTY

- 6.1. All intellectual property as relating to the service provider is the strict ownership of RhinoStay
- 6.2. The intellectual property rights of all aspects of RhinoStay service provided and made available to the Owner during interaction with the Rhino is for the Owner's sole personal use.
- 6.3. The Owner is not permitted to publish, distribute or otherwise reproduce, in any format, any of the information made available to the Owner nor may the Owner use said information for any business or commercial enterprise.

7. VALIDITY

- 7.1. If any part of the document is unenforceable (including any provision in which RhinoStay excludes liability to the Owner) the enforceability of any other part of this document will not be affected all other clauses remaining in full force and effect.
- 7.2. As far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly.
- 7.3. Alternatively, the Parties agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

8. WAIVER

If the Owner breaches these conditions and RhinoStay takes no action, RhinoStay reserves the right to use its rights and remedies in any other situation where the Owner breaches these conditions.

9. DURATION

The duration of this agreement is from date of signature and will continue until it is terminated in accordance with the terms set out below.

10. TERMINATION

- 10.1. Unless otherwise stated, this agreement may be terminated by either Party by giving 60 days written notice.
- 10.2. The Owner will be obligated to pay for all Services provided by RhinoStay up to and including the date of termination.
- 10.3. The agreement may be terminated by either Party by written notice with immediate effect if the other commits a material breach of any term of the Agreement that is not remedied within 30 days of dispatch of a written request to remedy the same.
- 10.4. The Agreement may be terminated by either Party by written notice in the event that the other party is unable to pay its debts or has a receiver, administrator, administrative receiver, judicial manager, liquidator or similar person or officer appointed, or compromises generally with its creditors, or ceases for any other reason to carry on business, or in the reasonable opinion of the other Party any of these events appears likely.

11. CONFIDENTIALITY

- 11.1. The Owner's confidential information and RhinoStay's Confidential Information are collectively referred to as "Confidential Information."
- 11.2. Each party shall use Confidential Information of the other party only in furtherance of the purposes of the Agreement and shall not disclose such Confidential Information to any Third Party without the other Party's prior written consent.
- 11.3. Each Party agrees to take reasonable measures to protect the confidentiality of the other Party's Confidential Information and to advise its employees of the confidential nature of the Confidential Information and of the confidentiality provisions and use prohibitions herein.
- 11.4. RhinoStay's staff is under a professional obligation not to disclose any of the Owner's Confidential Information to any third party.
- 11.5. RhinoStay's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how and any other information which reasonably should be understood to be confidential to RhinoStay, are confidential information of RhinoStay.
- 11.6. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be obligated to treat as confidential any information disclosed by the other Party (the "Disclosing Party") which:
 - 11.6.1. is rightfully known to the recipient prior to its disclosure by the Disclosing Party;
 - 11.6.2. is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction;
 - 11.6.3. is independently developed by the recipient without any use of or reliance on Confidential Information; or
 - 11.6.4. is or later becomes publicly available without violation of the Agreement or may be lawfully obtained by a Party from any non-party, without obligation to keep same confidential, provided

that it was reasonable for such Party to assume that the said non-party did not have an obligation to keep the relevant information confidential.

- 11.7. Notwithstanding the foregoing, either Party may disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including statutory reporting responsibilities of Reportable Irregularities and Reportable Arrangements, any subpoena or other similar form of process.
- 11.8. Without prejudice to the foregoing, RhinoStay may cite the performance of the Services to RhinoStay's shareholders/owners and prospective shareholders/owners as an indication of RhinoStay's experience, unless both Parties specifically agree otherwise in writing.
- 11.9. Subject to RhinoStay's confidentiality obligations in the Agreement, nothing herein shall preclude or limit RhinoStay from providing services similar to the Services to any other Owner.

12. LIABILITY

- 12.1. RhinoStay will use reasonable skill and care in the provision and delivery of the Services to the Owner.
- 12.2. RhinoStay's liability for the aggregate of all claims against RhinoStay, arising out of and in respect of any alleged breach of agreement or alleged breach of a legal duty or fault or negligence on RhinoStay's part (collectively hereinafter referred to as "the claims"), shall be limited to the amount of the fees paid or payable to RhinoStay (hereinafter referred to as the "Maximum Liability Amount").
- 12.3. In determining RhinoStay's liability for the purpose of calculating the "Maximum Liability Amount", an arbitrator or court shall limit such liability to that proportion of the loss or damage that the Owner has suffered which is ascribed to RhinoStay by such arbitrator or court allocating a proportionate responsibility, having regard to the contribution to the loss or damage in question by the Owner, or any other person, based upon relative degrees of fault; it being a term of the Agreement that the provisions of section 1 of the Apportionment of Damages Act, 1956, as amended, will apply to all claims between the Parties and that "breach of agreement or negligence or gross negligence" and "damages" or "losses" as used herein shall be deemed to fall within the meaning of "fault" and "damage" as contained in section 1 of the Apportionment of Damages Act, 1956, as amended. Notwithstanding a foregoing, RhinoStay's liability to the Owner shall in no circumstance exceed the lower of the Maximum Liability Amount or the amount determined by the aforementioned apportionment of responsibility, as the case may be.
- 12.4. The remedies available and the liability RhinoStay accepts are the only remedies and to the extent permissible by law the absolute limit of RhinoStay's liability arising under or in connection with this Agreement. All other liability is expressly excluded.
- 12.5. All warranties, terms, conditions, representations (other than those expressly set out in this Agreement) are excluded, including but not limited to all implied, tacit and statutory terms. Under no circumstances shall RhinoStay be liable for any losses arising in any way from or in connection with fraudulent acts, omissions or misrepresentations on the part of the Owner and the Owner agrees to indemnify RhinoStay and hold RhinoStay harmless in respect of any such loss.

12.6. The Owner agrees to indemnify, defend and hold harmless RhinoStay, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from use of this service or breach of this Agreement.

13. GENERAL

13.1. **Force Majeure** - Neither Party will be liable to the other for any delay or failure to fulfil obligations caused by circumstances outside its reasonable control. If such circumstances continue such that one Party is unable to fulfil its obligations for a continuous period of 6 months, the other party will have the right to terminate the Agreement by giving 15 days' written notice any time after the 6-month period, provided that the relevant circumstances are continuing.

13.2. **Assignment** – Subject to the provisions above, neither Party may cede, assign, delegate, transfer, encumber, charge or otherwise seek to deal in any of its rights or obligations under this Agreement without the prior written consent of the other Party.

13.3. **Waiver** - No delay by either one Party in enforcing any of the terms of the Agreement will affect or restrict its other rights and powers arising under the Agreement. No waiver of any term of the Agreement will be effective unless mutually agreed in writing.

13.4. **Notices** - Notices must be in writing and either served personally, or sent via email to the address on the Agreement. Any notice sent will be deemed to have been delivered upon receipt of a delivery report.

13.5. **Amendment** - Any amendment or consensual variation, cancellation or termination of this Agreement, or any of its terms, will not be effective unless agreed in writing and signed by both Parties.

13.6. **Survival and Validity of Agreement Provisions** - The provisions of the Agreement that expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both Parties. If any provision of the Agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Agreement. In any event the enforceability of the remainder of the Agreement will not be affected

13.7. **Working for Other Owners** - RhinoStay will not be prevented or restricted by anything in this Agreement from providing services to other Owners.

13.8. **Independent Contractor** – In providing Services to the Owner, RhinoStay is acting only as an independent contractor. RhinoStay do not undertake to perform any of the Owner's obligations, whether regulatory or contractually, or to assume any responsibility for the Owner's business or operations.

13.9. **Entire Agreement** - This Agreement, including any attachments or referenced documents, forms the entire agreement between the Parties relating to the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral. The headings and titles in this Agreement are included to make it easier to read but do not form part of the Agreement.

- 13.10. **Conflict** - In the event of any conflict between this Agreement and any other document that forms part of the Agreement, this Agreement shall prevail except where this Agreement is amended by specific reference to the relevant clause(s) in subsequent document. In the event and only to the extent of any conflict between this Agreement and any referenced or attached document other than this Agreement will take precedence.
- 13.11. **Applicability** - this Agreement shall apply to work undertaken in relation to the Owner, its holding entity or any of its subsidiaries, associated or related entities.
- 13.12. **Consents and Approvals** – Wherever the consent or approval of either Party is required in connection with the Agreement such consent or approval shall not be unreasonably withheld or delayed.
- 13.13. **Electronic communications**
- 13.13.1. Each Party shall use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognises that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the Party receiving an electronic communication to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
- 13.13.2. Neither the Owner nor RhinoStay (in each case including respective partners, employees, sub-contractors (or agents) will have any liability to each other on any basis, whether in agreement, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from the interception, corruption, loss, destruction, late or incomplete arrival of information communicated electronically or from information communicated electronically being otherwise adversely affected or unsafe to use.

14. DISPUTE RESOLUTION

Should any dispute arise between the Parties, both Parties will attempt to resolve the dispute in good faith through senior-level negotiations. Where both Parties agree that it may be beneficial they will seek to resolve the dispute through mediation. If the dispute is not resolved through negotiation or mediation within a reasonable time both Parties agree that it shall be finally resolved in accordance with the latest rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator or arbitrators appointed by the Foundation. If the dispute is not resolved through negotiation, mediation or arbitration both of Parties agree that the South African Courts will have exclusive jurisdiction in connection with the resolution of the dispute.

15. INDEPENDENCE

- 15.1. Because of various independence regulations there may be situations in which RhinoStay may be forced to review and/or amend or cease the Services rendered to the Owner. Such situations can arise due to changes in independence regulations.
- 15.2. If RhinoStay are no longer permitted or able to provide certain services to the Owner because of independence legislation or rules, both Parties agree to vary the Services so that neither Party would

be in breach of such legislation or rules, or, if necessary, to terminate the specific Service with immediate effect without any penalties or damages due.

15.3. Where the specific Service is terminated, the Owner agrees to pay RhinoStay for all Services provided up to the date of termination.

16. ENTIRE AGREEMENT

16.1. This Agreement constitutes the entire agreement of the Parties and supersedes any and all preceding and contemporaneous agreements between the Owner and the RhinoStay.

16.2. Any waiver of any provision of this agreement will be effective only if in writing and signed by the designated person in RhinoStay.

16.3. Please note that this Agreement, especially the terms and conditions set out herein, may change from time to time. RhinoStay expects most changes however to be minor and which may be included explicitly via an email and agreed upon in an addendum hereto.

THUS, DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESSES:

1. _____

RhinoStay

2. _____

THUS, DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2019.

AS WITNESSES:

1. _____

The Owner

2. _____