

PEDANI

HUNTING SAFARI AGREEMENT

between

PEDANI HUNTING SAFARIS (PROPRIETARY) LIMITED

and

**THE INDIVIDUAL MEMBERS OF THE HUNTING PARTY WHO'S DETAILS ARE
SET OUT IN ANNEXURE A**

(INTERNATIONAL HUNTERS)

HUNTING SAFARIS

1 PARTIES

1.1 The Parties to this Agreement are –

1.1.1 PEDANI Hunting Safaris (Proprietary) Limited; and

1.1.2 The individual members of the Hunting Party.

1.2 The Parties agree as set out below.

2 INTERPRETATION

2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1 "**Administration Fee**" means an amount of 15 (Fifteen) percent;

2.1.2 "**AFSA**" means the Arbitration Foundation of Southern Africa;

2.1.3 "**Agreement**" means the Hunting Safari Agreement contained in this document and its annexures;

2.1.4 "**Concession Owner**" means the legal owner of the Hunting Area on which the Hunting Party will conduct the Hunting Safari and/or hunting activities;

2.1.5 "**Daily Rate**" include:

2.1.5.1 Meet and greet at Airport;

2.1.5.2 Road transport to and from airport to hunting area and back;

2.1.5.3 Accommodation;

2.1.5.4 Laundry Service;

2.1.5.5 Exclusive use of Hunting Concession;

2.1.5.6 Professional hunter/s;

2.1.5.7 Meals and snacks;

- 2.1.5.8 Drinks in camp and hunting areas (non-alcoholic soft drinks, bottled water, local beers and wines) (subject to reasonable consumption);
- 2.1.5.9 Hunting vehicle and transportation within hunting areas;
- 2.1.5.10 Camp and field staff;
- 2.1.5.11 Field preparation of trophies;
- 2.1.5.12 Delivery of Trophies to Savuti Taxidermy, a Gauteng based Taxidermist;
- 2.1.6 "**Hunting Area**" means the hunting area with the necessary hunting rights and exemptions (if applicable) secured by Pedani and reflected on the Quotation on which the Hunting Party will conduct the Hunting Safari;
- 2.1.7 "**Hunting Party**" means the Hunter(s) or Non-Hunter(s), partaking in the Hunting Safari whose full details are set out in **Annexure A**;
- 2.1.8 "**Hunting Safari**" means any safari activities including, but is not limited to: trophy hunting, wing shooting, touring, sights seeing, conveyance as passenger in or on any vehicle on public or private roads or in the field provided by Pedani or its associates to members of the Hunting Party;
- 2.1.9 "**Hunting Safari Package**" means a tour package supplied to the Hunting Party, which may include the supply of a trophy animal, accommodation, meals, tracker, guides, Professional Hunter(s) and/or transport or such other activities and requirements as the Hunting Party may have requested;
- 2.1.10 "**Licence**" means any licence, permit, approval, consent, authorisation, order, licence application, and licence amendment application of or to a Governmental Body and all governmental or approvals necessary for the Hunter to partake in the Hunting Safari;
- 2.1.11 "**Non-Hunter**" means any non-hunting members of the Hunting Party;
- 2.1.12 "**Parties**" means the parties to this Agreement, being Pedani and the individual members of the Hunting Party;
- 2.1.13 "**Pedani**" means Pedani Hunting Safaris (Proprietary) Limited a private company duly incorporated in terms of the laws of the Republic of South Africa with registration number: 2015/156482/07 herein represented by its only

2.1.14 "**Pedani's Designated Account**" means a South African bank account nominated by Pedani, the details of which are set out below, or such other South African bank account as Pedani may designate in writing on 5 (five) business days' notice to the Hunting Party –

Name of Account	PEDANI Hunting Safaris
Bank:	STANDARD BANK of SOUTH AFRICA
Branch:	Clearwater Mall
Branch Code:	001-206
Account Number:	37 104 917 2
Reference	<i>To be obtained from PEDANI</i>
SWIFT Payment:	SBZA ZA JJ

2.1.15 "**Professional Hunter**" means a South African resident who is qualified to escort the Hunter(s) for payment or reward in order to enable the Hunter(s) to hunt wild and/or exotic animals;

2.1.16 "**Quotation**" means the quotation prepared by Pedani, which is attached hereto as **Annexure C**, which inter alia could be stipulated as a Hunting Safari Package **or** individual items but as a minimum will contain the following:

2.1.16.1 Hunting Dates

2.1.16.2 Available species and Trophy Fees

2.1.16.3 Fees in respect of the required Licenses

2.1.16.4 Daily Rate;

2.1.16.5 Additional requirements as was requested by Hunter(s) and/or Hunting Party; and

2.1.16.6 Deposit Amount;

2.1.17 "**Signature Date**" means the date of signature of this Agreement by the Party last signing;

- 2.1.18 "**Taxidermist**" means a registered vendor supplying taxidermy services;
- 2.1.19 "**trophy**" means any part of a wild animal or exotic animal that is hunted and retained by the Hunter(s) as a token or memento of the hunt;
- 2.1.20 "**Waiver of Liability**" means the document to be completed by every member of the Hunting Party contained in **Annexure B** hereto;
- 2.2 In this Agreement -
- 2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 2.2.2 an expression which denotes -
- 2.2.2.1 any gender includes the other genders;
- 2.2.2.2 a natural person includes a juristic person and *vice versa*;
- 2.2.2.3 the singular includes the plural and *vice versa*; and
- 2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law;
- 2.2.3 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.
- 2.3 Any reference in this Agreement to –
- 2.3.1 "**business hours**" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time (GMT +2);
- 2.3.2 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3.3 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards;

- 2.3.4 "**person**" means any natural person, company, close corporation, trust, partnership, joint venture, association, unincorporated association, Governmental Body, or other entity whether or not having separate legal personality;
- 2.3.5 "**tax**" means all income tax, capital gains tax, secondary tax on companies (or any similar tax replacing or substituting it), dividend tax, value-added tax, stamp duty, securities transfer tax, uncertificated securities tax, PAYE, levies, assessments, imposts, deductions, charges and withholdings whatsoever in terms of any tax legislation, and includes all penalties and interest payable as a consequence of any failure or delay in paying any taxes.
- 2.4 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6 Words and expressions defined in any clause of or Annexure to this Agreement (other than the Disclosure Schedule) shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.8 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

- 2.9 If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.10 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.11 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.12 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.
- 2.13 Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.14 In this Agreement the words "**clause**" or "**clauses**" and "**annexure**" or "**annexures**" refer to clauses of and annexures to this Agreement.

3 INTRODUCTION

- 3.1 In order to make sure that your Hunting Safari is an enjoyable experience with no hidden or surprise costs, this Agreement sets out the terms and conditions upon which Pedani will conduct the Hunting Safari with the Hunting Party.
- 3.2 At the outset, it should be noted that hunting is a dangerous sport and the Hunting Party partake in the Hunting Safari at their own free will and at their own risk.
- 3.3 Pedani subscribes to fair chase hunting practices and cannot guarantee a trophy and/or a Hunter's success, which will be dependent on his/her own willingness, physical abilities and skills to hunt on foot and track down the desired species.

4 BOOKING, DEPOSITS AND PAYMENTS

- 4.1 Following the Quotation, bookings will only be regarded as confirmed on receipt within 7 (seven) days by Pedani of:
- 4.1.1 the Deposit (as contained in the Quotation) to be reflected in the Nominated Account; and
 - 4.1.2 A Signed Copy of this Agreement with signed Waivers of Claims for all members of the Hunting Party.
- 4.2 Failing to make payment of the deposit, Pedani will regard the booking to be cancelled by the Hunting Party.
- 4.3 Prices are subject to change in the event of a material exchange rate fluctuation (more than 10%).
- 4.4 The Balance of the Quotation, including all selected trophy fees are to be paid on or before 30 (thirty) days prior to the commencement of the Hunting Safari.
- 4.5 Pedani, in its sole discretion may decide not to allow the commencement of the Hunting Safari unless payment of the full Quotation Price has not been received.
- 4.6 Final settlement of the Hunting Safari Costs will be done on conclusion of the hunt and can be made by recognised traveller's cheques, electronic fund transfers and/or cash. No cheques will be accepted.
- 4.7 Any credits or trophy fees refunds for animals not hunted will be reimbursed by Pedani within 30 (thirty) days from the conclusion of the Hunting Safari.
- 4.8 All payments must be done in the quoted currency.

5 CANCELLATION POLICY

- 5.1 Due to the high demand, bookings are often made years in advance.
- 5.2 The Deposit secures the quota and safari dates on Pedani's calendar, but are subject to ruling prices and available concession areas at the time of the intended hunt.

- 5.3 Availability and prices will be confirmed by January of the year in which the safari is to take place.
- 5.4 The Parties agree that they have the right to cancel this agreement, without penalty should price increases and concession areas materially differ from the Quotation.
- 5.5 If a Hunting Party cancels the Hunting Safari:
- 5.5.1 Longer than 180 (One Hundred and Eighty) Days prior to the commencement of the Hunting Safari, 50% of the Deposit will be retained by Pedani;
- 5.5.2 Within a period of 180 (One Hundred and Eighty Days prior to the commencement of the Hunting Safari, Pedani will retain 100% of all moneys paid by the Hunting Party.
- 5.6 Notwithstanding clause 5.5 above, if a Hunting Party cancels a Hunting Safari, but find substitute hunters to participate in the designated Concession Area, the Hunting Party will receive their full Deposit less the Administration Fee back from Pedani.

6 SERVICES AND/OR ITEMS NOT INLCUDED IN DAILY RATE

- 6.1 The Daily rate is specifically exclusive of the following costs and/or expense items:
- 6.1.1 Trophy Fees as per the Quotation and/or subsequent varied price list;
- 6.1.2 Wounded Animals (to be paid in full);
- 6.1.3 Extra Car hire for Hunting Parties larger than 5 persons;
- 6.1.4 Air Charter Costs;
- 6.1.5 Gratuities for staff members;
- 6.1.6 Local and International telephone calls;
- 6.1.7 Taxidermy process and shipping costs;

- 6.1.8 Permit Fees where applicable (will be stipulated on the quotation and Trophy Fee list;
 - 6.1.9 CITES licence fees where applicable;
 - 6.1.10 Specially requested food and drinks;
 - 6.1.11 Rifle and Ammunition hire;
 - 6.1.12 Rifle import permits;
 - 6.1.13 Airfare to and From South Africa;
 - 6.1.14 Travel and Accommodation Costs before and after the hunt, including sightseeing;
 - 6.1.15 All Insurance costs; and
 - 6.1.16 Non hunting related excursions.
- 6.2 Any additional expenses incurred at the request of the Hunting Party are payable on the last day of the Hunting Safari or immediately upon request. Pedani will levy an Administration Fee on each additional expense.

7 INSURANCE AND TRAVEL DOCUMENTATION

- 7.1 The Hunting Party is responsible for all health, medical evacuation, trip, trip interruption and cancellation insurances as well as short term insurance against theft, loss and damage to goods.
- 7.2 Pedani can, upon request arrange, for the necessary insurance cover and will be entitled to levy an Administration Fee.
- 7.3 The Hunting Party furthermore undertakes to provide Pedani will full details of the insurance cover, including the necessary service provider(s) contact details and claim procedures prior to the commencement of the Hunting Safari.
- 7.4 It is furthermore the Hunting Party's responsibility to obtain the required transit permits for firearms, visas and health documentation.
- 7.5 Pedani accepts no responsibility for the late issue of documentation should the required documentation not be submitted within the given time frame or such

costs associated to expedite the application process.

8 PERSONAL HEALTH & MEDICATION

- 8.1 Each member of the Hunting Party certifies that he/she is in good health of body and mind and that he/she has no physical or psychological limitations, other than those disclosed to Pedani and contained in **Annexure A**, which could preclude him/her from safe participation in the Hunting Safari or associated activities.
- 8.2 Each of the Hunting Party furthermore confirms that he/she has full knowledge of the nature and extent, as well as the risks inherent in participation in hunting / safari activities and that he/she voluntarily assumes those risks.
- 8.3 Hunting Safaris can be physically demanding and it is each of the Hunting Party's responsibility to disclose an accurate account of any limitations in your mobility and other relevant information relating to your health and fitness at the time of booking the hunting safari and also advise Pedani of any change to your level of mobility or health and fitness from the booking date and during the hunting safari.
- 8.4 The Hunting Party is responsible to obtain all inoculations and preventative mediations and prophylaxis prior to the Commencement of the Hunting Safari and should consult with their doctor(s) and/or travel clinic regarding the relevant health risks, regulations and requirements.

9 PROFESSIONAL HUNTERS

- 9.1 Pedani is a Full registered members of PHASA (Professional Hunters Association of South Africa) and adheres to its code of conduct.
- 9.2 All Professional Hunters are registered and licensed to conduct hunting safaris with the provincial government of the relevant Hunting Area and adheres to a strict code of conduct.
- 9.3 Each Professional Hunter may only hunt with a maximum of 2 Hunters unless bird shooting. Non-Hunters may accompany the Hunter(s) in the field.

10 ADDITIONAL ACTIVITIES

- 10.1 Should the Hunting Party require additional tours during the hunting period, this request must be made prior to arrival.
- 10.2 It is specifically noted that day tours can be arranged, but only a limited selection will be available on short notice.

11 SUBMISSION OF REQUIRED INFORMATION

- 11.1 The Hunting Party undertakes to provide Pedani with all relevant information necessary on the prescribed forms and questionnaires as may be supplied by Pedani by no later than 120 (One Hundred and Twenty) days prior to the commencement of the Hunt.
- 11.2 As a minimum, Pedani require the information as contained in **Annexure A**.

12 PHOTOS AND/OR VIDEO FOOTAGE

- 12.1 Pedani reserves the right to approve or prohibit the distribution and/or publication and/or screening of any photographs or film footage taken in any Hunting Concession that may be in bad taste, portray unnecessary or prolonged suffering or which may be damaging or harmful in any way to the reputation of Pedani and/or the owner of the Concession Area, the authorities and/or South Africa.
- 12.2 Pedani will be entitled to a high resolution copy of all photographs and/or film footage taken during the Hunting Safari for its own records and use (including as part of its marketing material), free of charge.

13 FORCE MAJEURE

- 13.1 An impediment, as aforesaid, may result from events including (without limitation) war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage, natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning; explosions, fires, destruction of machines, of factories and of any kind of installations; boycotts, strikes and lock-outs of all kinds and go-slows (excluding boycotts, strikes, lock-outs and go-slows by or of the affected Party's own personnel), occupation of factories and premises and

work stoppages; acts of authority, whether lawful or unlawful, apart from acts from which the Party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

13.2 Should travel arrangements or the Hunting Safari need to be cancelled due to force majeure events occurring after booking the Hunting Safari or during the Hunting Safari, the Hunting Party and Pedani may terminate the Agreement.

13.3 Should the Agreement be terminated the Hunting Party will be liable for services rendered until the termination of the Agreement.

14 HUNTING CONDITIONS

14.1 Pedani has secured the hunting rights to the Hunting Concession and every effort will be made to ensure that the Hunter has an opportunity to hunt the animals requested.

14.2 Pedani shall not be liable to the Hunting Party if he/she were not given the opportunity to shoot any of the animals "booked".

14.3 As stipulated elsewhere hunting is a dangerous sport and Pedani cannot guarantee the safety of the Hunting Party.

14.4 Should a Hunting Party be delayed on arrival or decide to leave early on their own accord, no refunds shall be made.

14.5 Pedani will not be liable for any delays should the Hunting Party's rifles and/or other hunting equipment be lost in transit. Alternative arrangements will be made to supply the Hunting Party with a rifle and/or bow in order that he/she can proceed with the Hunting Safari.

15 WOUNDED ANIMALS

15.1 All wounded animals will need to be paid in full.

15.2 If an animal is wounded and escapes, all reasonable attempts shall be made to locate it and be killed quickly and humanely before hunting another animal

- 15.3 The Hunter will be afforded the opportunity to dispatch of wounded animals, but the Professional Hunter, in his absolute discretion may elect to shoot and/or dispatch of a wounded animal to ensure, the safety of the Hunting Party, minimum suffering and a humane hunt complying with PHASA'S code of conduct and other hunting legislation.

16 FIREARMS AND AMMUNITION

- 16.1 The South Africa hunting legislation and/or regulations stipulate that the .375 calibre is the minimum for hunting any member of the "Big Six" (Elephant, Buffalo, Lion, Leopard, Rhino and Hippo). Any calibre from a 270 upwards is suitable for antelope hunting but 300 calibres are recommended for the bigger animals. Should a Hunter be interested in wings shooting, a 12 gauge shotgun is recommended.
- 16.2 It is Pedani's recommendation that import permits for firearms and ammunition be arranged well in advance prior to the Hunting Party's arrival in South Africa.
- 16.3 Pedani could assist with pre-cleared temporary firearm import permits, the costs of which will be reflected in the Quotation.
- 16.4 Firearms and ammunition can also be hired by prior arrangement, the costs of which will be reflected in the Quotation.

17 HUNTING RULES AND SAFETY REGULATIONS

- 17.1 The appointed Professional Hunter will brief the Hunting Party on both the Hunting rules and regulations prior to the start of the hunt.
- 17.2 Gun safety issues will be addressed by the Professional Hunter.
- 17.3 Should any member of the Hunting Party fail to observe these rules and regulations or endanger the lives of personnel, the individual member will be warned and should the issue persist, the Professional Hunter has the right to terminate the hunt.
- 17.4 Following the conduct of a member of the Hunting Party as referred to in 17.3 and an animal(s), in the sole discretion of the Professional Hunter, threatens the lives and/or safety of any person in the field, and such Professional Hunter elects to shoot (whether or not a warning shot was fired) such animal, the relevant

member of the Hunting Party will be liable for all the associated costs of the relevant animal including but not limited to the respective trophy fee and all costs associated with the recovery of such animal.

- 17.5 Pedani reserves the right in its absolute discretion to terminate the Agreement and ongoing participation of any individual members of the Hunting Party whose behaviour is such that is or likely cause distress, damage, danger or annoyance to Pedani, the Concession Owners, Pedani's professional hunters, guides and staff and/or other third parties or to cause damage to property or his/her conduct is illegal.

18 TROPHY PREPARATION

- 18.1 Pedani will ensure that each of the Hunter's trophies are prepared, salted and treated with care.
- 18.2 It is the Hunter's responsibility to ensure that he/she provides clear and unambiguous skinning instructions and to make sure that the hunting register is duly completed and signed in accordance with his/her requirements.
- 18.3 Every effort will be made to ensure that the skins are in good condition delivered to the taxidermist.
- 18.4 Pedani will deliver the trophies to the chosen export agent or Hunter's chosen South African Taxidermist.
- 18.5 Delivery of trophies to Savuti Taxidermy is part of the Daily Fee, should the Hunter elects to make use of another South African Taxidermist, the delivery of the trophies to such Taxidermist will be done at a pre agreed fee, payable before conclusion of the Hunt.

19 TAXIDERMY AND TROPHY EXPORT

- 19.1 Pedani will ensure that all required Licenses and documentation are delivered with the trophies to the Taxidermist, on receipt of the trophies by the Taxidermist all responsibility will transfer to the Taxidermist.
- 19.2 The Taxidermist will also assist the Hunter with all the necessary nature

conservation permits, veterinary certificates and (if applicable) CITES permits for export and import to the Hunter's home country.

20 LIABILITY

- 20.1 Whilst every effort is made by Pedani, the Concession Owners, Pedani's professional hunters, guides and staff to ensure that Hunting Party's safety and comfort, no responsibility can be accepted for any death, illness, accident, injury, theft damage or loss whatsoever of any expenses arising from such death, illness, accident, injury, theft, damage or loss.
- 20.2 Pedani, the Concession Owners, Pedani's professional hunters, guides and staff will not accept any responsibility for trophies after delivery to the selected Taxidermy and/or Shipping Agents, personal items brought onto the Concession area, goods left in a charter aircraft (if applicable) and/or vehicles.
- 20.3 Pedani will at all times endeavour to sub-contract reputable, reliable and duly licensed and authorised service providers (i.e. charter companies, taxidermists and/or shipping agents) but will not accept any liability or responsibility for any acts, omissions or negligence committed by such sub-contracted service providers, resulting in loss of whatsoever nature to the Hunting Party.
- 20.4 Each member of the Hunting Party is required to sign a waiver of Liability as contained in **Annexure B**.

21 GENERAL WARRANTIES

- 21.1 Each of the Parties hereby warrants to and in favour of the others that –
- 21.1.1 it has the legal capacity and has taken all necessary corporate action required to empower and authorise it to enter into this Agreement;
- 21.1.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
- 21.1.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
- 21.1.3.1 contravene any law or regulation to which that Party is subject;

21.1.3.2 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it.

21.2 Each of the representations and warranties given by the Parties in terms of clause 21.1, shall –

21.2.1 be a separate warranty and will in no way be limited or restricted by inference from the terms of any other warranty or by any other words in this Agreement;

21.2.2 continue and remain in force notwithstanding the completion of any or all the transactions contemplated in this Agreement; and

21.2.3 *prima facie* be deemed to be material and to be a material representation inducing the other Parties to enter into this Agreement.

22 SUPPORT

The Parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and/or import of this Agreement.

23 BREACH

23.1 If a Party ("**Defaulting Party**") commits any breach of this Agreement and fails to remedy such breach within 5 (five) business days ("**Notice Period**") of written notice requiring the breach to be remedied, then the Party giving the notice ("**Aggrieved Party**") will be entitled, at its option –

23.1.1 to claim immediate specific performance of all or any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance; or

23.1.2 to cancel this Agreement, with or without claiming damages, in which case written notice of the cancellation shall be given to the Defaulting Party, and the cancellation shall take effect on the giving of the notice. No Party shall be entitled to cancel this Agreement unless the breach is a material breach. A breach will be deemed to be a material breach if -

- 23.1.2.1 it is capable of being remedied, but is not so remedied within the Notice Period; or
- 23.1.2.2 it is incapable of being remedied and payment in money will compensate for such breach but such payment is not made within the Notice Period.
- 23.2 The Parties agree that any costs awarded will be recoverable on an attorney-and-own-Hunting Party scale unless the Court specifically determines that such scale shall not apply, in which event the costs will be recoverable in accordance with the High Court tariff, determined on an attorney-and-Hunting Party scale.
- 23.3 The Aggrieved Party's remedies in terms of this clause 23 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

24 DISPUTE RESOLUTION

- 24.1 In the event of there being any dispute or difference between the Parties arising out of this Agreement which is not required to be resolved in terms of any other dispute resolution mechanism provided herein, the said dispute or difference shall on written demand by any Party be submitted to arbitration in Johannesburg in accordance with the AFSA rules, which arbitration shall be administered by AFSA.
- 24.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.
- 24.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.

- 24.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief or for judgment in relation to a liquidated claim.
- 24.5 Any arbitration in terms of this clause 24 (including any appeal proceedings) shall be conducted *in camera* and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.
- 24.6 This clause 24 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 24.7 The Parties agree that the written demand by a party to the dispute in terms of clause 24.1 that the dispute or difference be submitted to arbitration, is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, No 68 of 1969.

25 NOTICES AND DOMICILIA

- 25.1 The Parties select as their respective *domicilia citandi et executandi* the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following email addresses –

<u>Name</u>	<u>Physical Address</u>	<u>Email</u>
Pedani	18 Toktokkie Avenue, Weltevredenpark, Gauteng 1709	nico@pedani.co.za

<u>Name</u>	<u>Physical Address</u>	<u>Email</u>
Hunting Party	See Annexure A	See Annexure A

provided that a Party may change its *domicilium* or its address for the purposes of notices to any other physical address or telefax number in the Republic of South Africa by written notice to the other Parties to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

- 25.2 All notices to be given in terms of this Agreement will be given in writing, in English, and will -
- 25.2.1 be delivered by hand or sent by telefax, by way of email;
 - 25.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
 - 25.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 25.3 Notwithstanding the above, any notice given in writing in English, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.
- 25.4 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

26 **BENEFIT OF THE AGREEMENT**

This Agreement will also be for the benefit of and be binding upon the successors in title and permitted assigns of the Parties or any of them.

27 **APPLICABLE LAW AND JURISDICTION**

27.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

27.2 Subject to clause 24, the Parties hereby consent and submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in any dispute arising from or in connection with this Agreement.

28 **GENERAL**

28.1 **Whole Agreement**

28.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties.

28.1.2 This Agreement supersedes and replaces any and all agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

28.2 **Variations to be in Writing**

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

28.3 **No Indulgences**

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

28.4 **No Waiver or Suspension of Rights**

No waiver, suspension or estoppel by any Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by such Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

28.5 **Provisions Severable**

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

28.6 **Continuing Effectiveness of Certain Provisions**

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

28.7 **No Assignment**

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by any Party without the prior signed written consent of the other Parties, save as otherwise provided herein.

28.8 **Exclusion of Electronic Signature**

The reference in clauses 28.2, 28.4 and 28.7 to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.

29 **COSTS**

Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

30 **SIGNATURE**

30.1 This Agreement is signed by the Parties on the dates and at the places indicated below.

30.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

30.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

SIGNED at _____ on _____ 2016

PEDANI HUNTING SAFARIS

Signature

Signed at _____ on this _____ day of _____ 20__.

WITNESSES:

Signature

Hunter's Signature

Full name and Surname

Full name and Surname of
Hunter

Signature

Full name and Surname

Non-Hunter's Signature

Full name and Surname of
Non-Hunter

ANNEXURE A

HUNTING PARTY MEMBERS:

HUNTER	
Full Name & Surname	
Physical Address (Residential)	
Work Address	
Citizenship	
Birth Date	
Identity Number	
Passport Number	
Telephone (home)	
Telephone (work)	
Mobile Number	
Email (personal)	
Email (alternative)	
Health Status	
Special needs specification	
Allergies	
Chronic Medication	
Special Dietary Requirements	

NON-HUNTER	
Full Name & Surname	
Physical Address (Residential)	
Work Address	
Citizenship	
Birth Date	
Identity Number	
Passport Number	
Telephone (home)	
Telephone (work)	
Mobile Number	
Email (personal)	
Email (alternative)	
Health Status	
Special needs specification	
Allergies	
Chronic Medication	
Special Dietary Requirements	

Supporting Documentation (to be provided to Pedani at least 120 (One Hundred and Twenty) days prior to commencement of Hunting Safari

- 4 Colour Passport Photos
- 2 Notarised Copies of Hunting Party/Non-Hunter's Passport
- Notarised Written Proof of Firearm Ownership Documentation (if importing firearms)

Next of Kin (in case of emergency) (not person joining you on the hunting safari)	
• Full Names and Surname	
Physical Address	
Telephone (work)	
Telephone (home)	
Mobile	
Email	
• Full Names and Surname	
Physical Address	
Telephone (work)	
Telephone (home)	
Mobile	
Email	

PEDANI HUNTING SAFARIS

WAIVER OF CLAIMS (TO BE COMPLETED BY EACH MEMBERS OF THE HUNTING PARTY)

1 WAIVER OF ALL CLAIMS AND RELEASE FROM ALL LIABILITY

- 1.1 This document is a waiver of all claims and release from all liability, assumption of all risks, and an agreement not to institute action entered into by me, the undersigned, ("**the Participant**") with and for the benefit of PEDANI HUNTING SAFARIS, its owner(s), employees, volunteers, business operators, agents principals and site property owners or lessees (the "Hunting Operator").
- 1.2 Without limiting the generality of the foregoing, Safari Activities includes, but is not limited to: Trophy Hunting, Wing Shooting, Touring, Sight Seeing, Conveyance as Passenger in or on any Vehicle on Public or Private Roads or in the Bush or in the Field, provided by the Hunting Operator to the Participant.
- 1.3 Whereas the Hunting Operator conducts, hunting safaris, which include, inter alia, air travel, vehicular travel and the hunting of wild and dangerous game on any farm or premises or area which may be used from time to time as part of the said Safaris Activities.
- 1.4 And whereas I fully realize the real risk that I may become sick or be injured or killed or that of any of my property may be damaged or destroyed, before, during or after such Safari a result of, inter alia, the use of fire-arms, motor vehicles, aircraft or any other equipment of any nature whatsoever, the hunting of wild and dangerous animals, camping in low lying bushveld areas, the food I may eat or the liquids I may drink or being bitten by snakes, scorpions, ticks or any other dangerous or poisonous animals insects whatsoever, and or that I may be affected by poisonous plants or trees, or as a result of lack of care or skill or the unintended negligence of the Hunting Operator, its agents, employees, sub-contractors, service-providers and/or the land owners from whom hunting rights are acquired as

well their agents , employees and sub-contractors.

- 1.5 And whereas, notwithstanding the knowledge and appreciation of the risk and dangers involved, I am still desirous to engage on the said Safaris Activities and am prepared to waive all claims of any nature whatsoever,

2 **DECLARATION BY PARTICIPANT**

I, the Participant having carefully read and understood this waiver before participating in the Safari Activities, hereby declare:

- 2.1 I am aware that there are inherent dangerous, hazards and risk (“**Risk(s)**”) associated with Safari Activities and injuries resulting from the Risks are a common occurrence. I am aware that the Risk of the Safari Activities mean those dangerous conditions which are an integral part the Safari Activities, including but not limited to:
- 2.1.1 propensity of any wild animal to behave in ways that may result in injury, harm, or death to person, other animals or objects;
 - 2.1.2 the unpredictability of a wild animal's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals;
 - 2.1.3 the inherent danger that wild animals, reptiles, insects and plants poses for persons, other animals and objects;
 - 2.1.4 the potential for other participants and other persons to behave in a negligent manner that may contribute to injury to themselves or other;
 - 2.1.5 conveyance in or on any vehicle (open or closed) on roads, in the bush or field;
- 2.2 I freely accept and fully assume all responsibility for all Risks and possibilities of any and all personal injury, death, damage to property or loss resulting from participation in the Safari Activities.
- 2.3 I agree that although the Hunting Operator has taken steps to reduce the Risks and increase the safety of the Safari Activities, it is not always

possible for the Host to make the Safaris Activities completely safe.

- 2.4 I accept these Risks and agree to the terms of this waiver even if the Hunting Operator is found to be negligent or in breach of any duty of care or any obligation to me in my participation in the Safari Activities.
- 2.5 In addition to consideration given to the Hunting Operator for my participation in the Safari Activities, I and my heirs, next of kin, dependents executors, administrators and assigns agree:
- 2.5.1 to hereby waive any claims of any nature whatsoever I may have or have in the future against the Hunting Operator;
- 2.5.2 to waive any claims of any nature whatsoever which any dependent child or family members may have against the Hunting Operator and I warrant by my signature that I have full authority to waive on behalf of and represent all the members of my family and/or dependents who may have a claim against the Hunting Operator;
- 2.5.3 to release and forever discharge the Hunting Operator from all liability for personal injury, death, damage to property, or loss resulting from my participation in the Safari Activities due to any causes, including but not limited to negligence breach of any duty imposed by law, breach of contract or mistakes or error in judgment of the Hunting Operator; and
- 2.5.4 to be liable for and to hold harmless and indemnify the Host from all actions, proceedings, claims, damages, cost, demands, including court cost on an attorney and own Hunting Party basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in the Safari Activities.
- 2.6 I have individual insurance for personal injuries, loss or damage to baggage, and for legal liability, whether it being personal liability.
- 2.7 This waiver and all terms contained herein as well as any consequences flowing from it, are governed by the laws of the Republic of South Africa.
- 2.8 I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of South Africa and I agree that no other court can exercise

jurisdiction over the terms and claims referred to herein.

2.9 Any litigation to enforce this waiver will be instituted in the Republic of South Africa.

2.10 I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between me and the Hunting Operator and that it is binding on me and my **“Legal Representatives”**.

2.11 I confirm that I have reached the age of majority in the Country in which I am participating in Safari Activities.

Signed at _____ on this _____ day of _____ 20__.

WITNESSES:

Signature

Participant's Signature

Full name and Surname

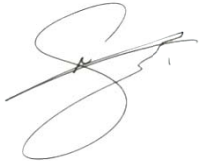
Full name and Surname of Participant

Signature

Full name and Surname

ANNEXURE C

Sunday, 30 July 2017

A handwritten signature in black ink, consisting of several loops and a horizontal stroke across the middle.

Nico Groen
Outfitter & Professional Hunter