

FARMER SERVICES AGREEMENT

between

LIVESTOCK WEALTH (PTY) LTD.

a private limited liability company incorporated in, and acting in accordance with, the laws of South Africa

with registration number **2015/123862/07**

of **27 Elm Street, Houghton Estate, Johannesburg, 2198**

(“LSW”)

and

FARM NAME

a company incorporated in terms of the company laws of South Africa

with registration **XX** represented by

XX with identity number **XX** and

with its/his/her principal place of business at

XX

(“Farmer”)

1. TERMS AND CONDITIONS

- 1.1. This document sets out the additional terms and conditions (“**the Terms**”) that govern the commercial relationship between LSW and the Farmer, in instances where a Website user wishes to use the farming services, including the sale of livestock or other agricultural assets, of the Farmer from time to time as part of the Farmer’s inclusion and advertisement on the applicable LSW online platforms (collectively the “**Website**”).
- 1.2. The Farmer’s acceptance or completion of any Farming Agreement with a user, livestock sale, service request, or similar commercial agreement from or with LSW, the Website and/or its users (“**the Farmer Services**”) indicates the Farmer’s explicit/tacit acceptance of the Terms.
- 1.3. These Terms apply in addition to the terms applicable to the use of the Website, and further, these Terms are subject to the application of any additional written agreement entered into and signed between LSW and the Farmer and/or the Farmer and user.
- 1.4. Not all terms are defined in order, where some may be defined in the general Website Terms to which the Farmer is additionally subject.
- 1.5. Farmers understand and agree that they will need to conclude an additional private service agreement with their Buyer when transacting for Farmer Services, where same agreement must include the base terms and conditions of LSW’s **Livestock Terms**, dictating the core features of how the Farmer will provide the Farmer Services to the Buyer (“**Farmer Agreement**”).

2. INTRODUCTION

- 2.1. LSW provides an online marketplace platform which allows, amongst other things, private users to advertise and make available their private farming services and products (“**Farmers**”) to other users who wish to use the Farmer Services and purchase whole or part assets from the Farmers thereof (“**Buyers**”).
- 2.2. LSW and/or the Website itself does not sell nor offer any Farmer Services in whatever nature or form, but simply enables private users and Buyers and Farmers to meet and transact, using the Website. **The Farmer is the provider of all Farmer Services to the Buyer, and the Buyer is the customer of the Farmer;** LSW and the Website are merely a limited payment agent and limited livestock agent for both parties to conduct their private transaction.

3. THE FARMER SERVICES

The Farmer warrants that they will provide the following as part of their Farmer Services:

- 3.1. advertise and make available their Farming Services for purchase from Buyers on the Website;
- 3.2. provide LSW and/or the Website with all necessary information on the Farmer Services and/or agricultural assets which the Farmer will provide on the Website, relevant media or pictures and the all-inclusive price to offer the Farmer Services in South African Rands;
- 3.3. The agricultural assets shall be qualifying products on the Livestock Wealth platform including but not limited to pregnant cows, free range beef, macadamia trees and hydroponic vegetable garden tunnels.
- 3.4. timeously accept and complete all Farmer Services placed by a Buyer through the LSW Website with the Farmer from time to time;
- 3.5. **agrees to the Livestock Terms which dictate the core features of how the Farmer will provide the Farmer Services to the Buyer;**
- 3.6. allow, and grant to, LSW a non-exclusive and non-transferable right to the Farmer’s intellectual property (including pictures and descriptions of any livestock or Farmer Services) to be used only on the Website and/or by LSW when advertising or describing the Farmer’s Services and/or livestock on the Website or to other Farmers, Buyers and/or Website users; and
- 3.7. provide correct and up-to-date information regarding the Farmer’s Services and their related assets, orchards, livestock, including applicable prices, stock availability, stock characteristics, Farmer Service details, pictures, Farmer qualifications and characteristics, to LSW and/or the Website when necessary or requested.

4. **PAYMENT TO FARMER FOR FARMER SERVICES RENDERED**

- 1.1. A Buyer will be charged for the use of the Farmer's Services and LSW's Services. Collectively, these are the "**Charges**".
- 1.2. The Farmer will receive fees from the relevant Buyer for the use of a Farmer's Farmer Services ("**Farmer Fee**"), by using the LSW Services and/or the Website and its relevant payment services, which will facilitate the payment between the Farmer and Buyer.
- 1.3. Before the Farmer receives their Farmer Fee for rendering their Farmer Services to the Buyer, LSW will retain a percentage of the selling price of the Farmer Fee, as a commission and/or facilitation fee ("**LSW Fee**") for the Farmer's use of the Website and LSW Services.
- 1.4. The balance of the Charges remaining after the LSW Fee has been deducted from the Charges by LSW – the Farmer Fee - will be paid to the Farmer within 14 (fourteen) days via Electronic Funds Transfer.
- 1.5. It is the sole responsibility of the Farmer to collect and pay any relevant, applicable income tax or other taxes associated with advertising and selling its Farmer Services and/or sale of their assets on the Website and generally, including ensuring that any Farmer Fee represented to LSW or in the Website, includes these taxes or fees as and when required.

2. **PERIOD OF SERVICES AND TERMINATION**

- 2.1. The Farmer Services shall commence on DD/MM/2021 ("**Commencement Date**") and shall continue indefinitely, subject to termination as provided for below.
- 2.2. This agreement shall terminate should:
 - 2.2.1. either party give the other party 90 (ninety) days' written notice to such effect; or
 - 2.2.2. the parties mutually agree in writing to terminate this agreement; or
 - 2.2.3. either party becomes entitled to cancel this agreement in terms of clause 12, pursuant to an unremedied breach of this agreement.
- 2.3. Upon termination for any reason:
 - 2.3.1. the Farmer and any intellectual property relating to them and their Farmer Services/livestock will be removed and deleted from the Website and LSW's databases; and
 - 2.3.2. neither party will represent itself as being affiliated with the other, nor utilise the limited authorised intellectual property rights assigned to either under the Services.

3. **AGRICULTURAL AGENT STATUS OF LSW**

- 3.1. LSW is a registered livestock agent under the *Agricultural Agents Produce Act, 12 of 1992* (as amended), with registration number **155**.
- 3.2. As such, LSW will operate as the limited agent wherever it provides users access to the Website and/or Services and/or is requested to do so by and for either the Buyer and/or Farmer and may, on behalf of either of the Buyer and/or Farmer:
 - 3.2.1. holds itself out as a person/entity who, either directly or indirectly advertises that it, on the instructions of or on behalf of the Buyer and/or Farmer, purchases or sells agricultural assets such as livestock or other produce;
 - 3.2.2. or negotiates in connection therewith;
 - 3.2.3. or canvasses or undertakes or offers to canvass a purchaser or seller thereof.
 - 3.2.4. and receives payment from the market for sale of such agricultural produce
- 3.3. LSW will only act as the agent for the Farmer and/or Buyer for the limited purposes above. LSW will not undertake any further obligation related to a transaction between Farmer and Buyer, but may assist either party with the functions above. Notwithstanding this clause, LSW cannot bind

either the Buyer and/or Farmer to any final transaction or decision to be made by either party relating to the Farmer Services.

- 3.4. For any queries around LSW's function or mandate as an agricultural agent for either/both of the Buyer and/or Farmer, please contact invest@livestockwealth.com

4. RELATIONSHIP OF THE PARTIES

- 4.1. **Subject to the limited agency mandate in clause 6 above, the relationship between the parties is governed by the Terms and does not constitute a joint venture, partnership, employer/employee or similar type relationship. The Farmer is at all times an independent party, and as such, is in control of its own Farmer Services, assets, work schedule, clients and tools, amongst other work features.**
- 4.2. **Nothing in these Terms restricts the Farmer from providing its services to other parties.**
- 4.3. **All consumer protection or other relevant legislation applicable between a buyer and seller will apply between the Buyer and the Farmer only, as the respective parties to their transaction. LSW therefore has no legal obligations in that regard.**

5. GENERAL OBLIGATIONS OF LSW

- 5.1. LSW undertakes to the Farmer that it and/or the Website, as the case may be, will:
- 5.1.1. ensure that all Farmer Services performed by the Farmer are detailed to credit or attribute the Farmer, including the use of the Farmer's name and/or logo next to its Farmer Service options offered on the Website;
 - 5.1.2. ensure that the Farmer is paid in full by the relevant Buyer for all Farmer Services placed with the Farmer, as per clause 4 above;
 - 5.1.3. provide the Farmer with clear, timeous and reasonable instructions and directions where necessary; and
 - 5.1.4. positively promote the Farmer and its available Farmer Services on the Website and through its business and customer network generally.

6. GENERAL OBLIGATIONS OF THE FARMER

The Farmer warrants to LSW in relation to the Farmer Services that they:

- 6.1. shall render the Farmer Services in accordance with this agreement and any completed Farmer Agreement concluded with a Buyer, and shall act in such a manner as they reasonably consider to be most beneficial to the interests of LSW and the Buyer;
- 6.2. shall adhere strictly to all of LSW's applicable Codes and Policies, especially those concerning Conduct and Ethics, available from Livestock Wealth;
- 6.3. shall provide the Farmer Services and/or agricultural assets to Buyers as per the exact description and specifications of the Farmer Services and/or agricultural assets as detailed by the Farmer to LSW, a Buyer and/or on the Website;
- 6.4. have all of the applicable and required qualifications, farming rights, permits, registrations, licenses and/or regulator authorizations to provide the Farmer Services in all jurisdictions to which laws they and their Farmer Services are subject;
- 6.5. shall adhere to all applicable laws and requirements when providing the Farmer Services, including all duties for the Farmer to apply relating to personal data processing standards and/or Know-Your-Client or Anti-Money Laundering duties which may be applicable;
- 6.6. shall maintain and be responsible for any registration or access to the Website required to render the Farmer Services or its general transactional services to a user and/or Buyer;
- 6.7. shall, during their regular trading hours, use all their effort to be available to receive and subsequently provide the Farmer Services placed by a Buyer and/or the Website;
- 6.8. shall perform the Farmer Services as required and in adherence with any order placed, to the best of their ability;

- 6.9. shall provide LSW with correct information relating to any and all Farmer Services and/or livestock made available to LSW and/or on the Website for purchase;
- 6.10. shall notify LSW immediately when any Farmer Service and/or agricultural asset option is no longer available as advertised, for any reason;
- 6.11. shall provide LSW with any updates or changes to any information relating to the Farmer Services and/or agricultural asset immediately upon such changes occurring;
- 6.12. shall never circumvent or attempt to circumvent the Website and or LSW in providing their Farmer Services to Website users outside of the Website with the intention of deriving a sole and exclusive benefit, to the detriment of LSW;
- 6.13. shall exercise due care, diligence and skill in the provision of the Farmer Services and/or livestock to a Buyer; and
- 6.14. shall replace all assets sold to the Buyer in the event of death or damage with a replacement asset of similar value; and
- 6.15. shall not do anything or allow any act to be done which does or is reasonably and foreseeably likely to prejudice the good name and reputation of LSW or the users,
failing which, the Farmer will immediately be deemed to be committing a material breach of this agreement.

7. DISSATISFACTION AND REFUNDS

Subject to the Farmer Agreement concluded between the relevant Farmer and their Buyer, in the event that a Buyer purchases Farmer Services from the Farmer using the Website:

- 7.1. Once a Buyer purchases Farmer Services via the Website, confirmation of same will be provided to the Buyer by email.
- 7.2. The Buyer can request a refund from Livestock Wealth from a farmer for unsatisfactory Farmer services. Livestock Wealth will communicate the request to the farmer via email. The farmer shall ensure that the refund request is processed within seventy-two (72) hours of receipt.
- 7.3. Notwithstanding the above, should a Buyer receive Farmer Services which they deem as unacceptable and are entitled to reject under applicable laws, LSW reserves the right to, become involved in any such dispute in order to assist the private parties reach a solution. LSW is however under no obligation to do so.

8. LIABILITY AND INDEMNIFICATION

- 8.1. Each party warrants to the other party that any information, including but not limited to, images, intellectual property, documents or design files, provided to a party in connection with the Farmer Services is free from any copyright and/or does not infringe upon any rights of any third party to which the information and/or content belongs.
- 8.2. **All liability related to the offering, advertisement and/or provision of the Farmer Services lies strictly with the Farmer as the provider of same Farmer Services to Buyers, which the Buyer is made explicitly aware of.**
- 8.3. **Apart from instances of fraud or gross negligence, LSW will not be liable for loss, damage, injury, death or delay, including loss of profits, income and consequential damages, suffered by the Farmer as a result of these Terms, their use of the LSW Services and/or the Website or negligence in respect thereof.**
- 1.1. **The Farmer agrees to hold harmless and indemnify LSW against any losses, expenses, claims, injury, death, damage or delay, including loss of profits and consequential damages, suffered by the Farmer or any Buyer or third party arising as a result of the Farmer's breach of these Terms, their provision of their Farmer Services to Buyers, or use of the LSW Services and/or the Website.**

2. BREACH

- 8.4. Either party (“**the innocent party**”) shall have the right, at its election, to terminate this agreement forthwith by notice in writing to the other party (“**the breaching party**”) in the event that:
- 8.4.1. on written notice to that effect by the innocent party should the breaching party commit any breach or permit the commission of any breach of any material obligation or warranty contained in this agreement and, in respect of such a breach capable of remedy, fail to remedy that breach within 5 (five) business days after the giving of written notice to that effect by the innocent party to the breaching party; or
- 8.4.2. the breaching party repeatedly breaches any of the terms and/or conditions of this agreement in such a manner as to justify the innocent party in holding that the breaching party’s conduct is inconsistent with the intention or ability of the breaching party to carry out the provisions of this agreement.
- 8.5. In the event of cancellation of this agreement in the circumstances contemplated in clause 12.1, written notice of any such cancellation shall be given and such cancellation shall take effect on the giving of such notice.
- 8.6. The cancellation of this agreement or exercising of any right conferred by this clause 12 shall be without prejudice to any claims hereunder then accrued or to any further or other rights or remedies of either party, whether under this agreement or otherwise in law, and whether for damages or otherwise.

9. SERVICE PERFORMANCE REVIEW

- 9.1. The parties shall conduct a quarterly review of the Farmer Services rendered by the Farmer and of the performance of the Farmer in terms of this agreement, from which review LSW shall be entitled to impose additional service level standards and requirements on the Farmer in respect of the Farmer Services which shall be deemed to be incorporated herein on the giving by LSW of written notice to the Farmer to such effect.

10. INTELLECTUAL PROPERTY PROTECTION

- 10.1. Both parties will allow, and grant to the other party a right to use each other’s trade name and logo to be used only on the Website and/or by the relevant party when advertising and/or describing the Farmer’s Services or Farmer’s livestock on the Website, or LSW’s Services or the Website or to other Farmer and/or Website users. No other rights relating to any other intellectual property belonging to the Farmer or LSW are granted to the other party, unless expressly done so in writing between the parties, or as detailed herein.
- 10.2. All material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trade-marks, designs, copyright and/or service marks (as well as the organisation and layout of the Website) together with the underlying software code of the Website and/or LSW are owned (or co-owned or licenced, as the case may be) by LSW, its shareholders, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.
- 10.3. Subject to the rights afforded to the Farmer in these Terms, all other rights to all intellectual property on the Website or of LSW’s are expressly reserved. **The Farmer may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, content, graphics or other material on the Website or the underlying software code, or of LSW’s generally, whether in whole or in part, without the written consent of LSW first being granted to it, which consent may be refused at the discretion of LSW.** No modification of any intellectual property or content or graphics is permitted.
- 10.4. LSW reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, including that of an Farmer in their advert/Profile, or to suspend or terminate the Website, at any time without notice; provided that any transaction already concluded through the Website will not be affected by such suspension or termination (as the case may be).

1. **FORCE MAJEURE**

If either party is prevented from or hindered or delayed in performing any obligation under these Terms by reason of any circumstance beyond its reasonable control (including but not limited to, acts of god, governmental restraints, strikes, labour disputes (other than strikes or labour disputes by its own staff), war, extreme weather, electrical load-shedding, fire, flood, riot, sabotage and terrorism), it shall be excused performance to the extent affected by the circumstances concerned so long as it shall both give notice to the other party, and any effected user, if applicable, of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to remove or avoid their cause or effect.

2. **CONFIDENTIALITY**

- 2.1. Neither party shall during or after the provision of their services use to the prejudice or detriment of the other party, or divulge to any person any material, client list, business method, trade secret or any other confidential information concerning the business affairs of the other party which may have come into its possession or knowledge during the course of this agreement or provision of the LSW or Farmer Services.
- 2.2. The parties may only advertise their affiliation specifically as agreed between them and only on the terms specified between them.

3. **DISPUTE RESOLUTION**

- 3.1. Should any dispute, disagreement or claim arise between the parties (**the dispute**) concerning the Farmer Services, the users concerned shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 3.2. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), by an arbitrator or arbitrators appointed by AFSA utilising such expedited proceedings as may be available in terms of such rules.
- 10.5. Any arbitration shall be held in Johannesburg, South Africa, where the costs thereof shall be borne by both parties equally.
- 10.6. Notwithstanding anything to the contrary contained in this clause 17, either party shall be entitled to approach and seek relief from any competent court having jurisdiction.
- 10.7. The parties both agree that in no circumstance will either party publicize the dispute on any public platform, including social media platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

4. **NO CESSION OR ASSIGNMENT**

The Farmer shall not be entitled to cede, assign, transfer or delegate all or any of its rights, obligations, interests in, under or in terms of the Terms to any third party without the prior written consent of LSW.

5. **SERVICE ADDRESS**

Each of the parties choose their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from this agreement at their respective addresses outlined in this agreement and/or specifically identified in writing between the parties from time to time.

6. **GENERAL**

- 1.1. **Survival of Rights, Duties and Obligations:** Termination of this agreement for any cause whatsoever shall not release either party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination, including the payment of any Charges to the relevant party.
- 1.2. **Variation of this Agreement:** No alteration, consensual cancellation, variation of, or addition to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

- 1.3. **Counterparts:** This agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.
- 1.4. **Governing law:** This agreement shall be governed by and interpreted in accordance with the law of the Republic of South Africa. All disputes, actions and other matters in connection with this agreement shall be determined in accordance with such law.
- 1.5. **Indulgences:** No indulgence, leniency or extension of time which any party (“**the grantor**”) may grant or show to the other shall operate as an estoppel or in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future
- 1.6. **Cumulative Rights and Remedies:** The rights and remedies of the parties under this agreement are cumulative and in addition to any rights and remedies provided by law

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I acknowledge that I have read and understood the Terms and agree to be bound by the terms of same.

Signed at _____ on the _____ day of _____ 2021

FARMER

Full Name:

ID Number:

Primary farming location:

who warrants that s/he is duly authorised thereto in respect of the Farmer.

WITNESS 1

Full Name:

ID Number:

Signed at _____ on the _____ day of _____ 2021

LIVESTOCK WEALTH (PTY) LTD.

Full Name: Ntuthuko Shezi

Capacity: Director

who warrants that s/he is duly authorised thereto in respect of LSW.

WITNESS 2

Full Name:

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