



APPENDIX D: BASIC TERMS AND CONDITIONS

BECAUSE OF VARYING GOVERNMENT REGULATIONS, DIFFERENT TERMS AND CONDITIONS MAY APPLY TO EACH HUNTING AREA/COUNTRY

1. General info:

- 1.1 Unless otherwise stated, the hunts available, the number of days and the combination of species that may be hunted, are in accordance with government, community or tender regulations, the current price list, concession areas and expected quota's for a specific year;
- 1.2 Hunting seasons:
 - Botswana: April through September;
 - Mozambique: May through November;
 - South Africa: All year round - certain species restricted during certain times of the year.
 - Namibia: February through November;
 - Zimbabwe: All year round –most hunters prefer March through October, as the climate is very warm and wet from November through February.
- 1.3 Cape to Cairo LLC will reserve the exclusive right to allocate quota in an area of its choice for any special hunting package booked, and has the right to move a client from one area to another, at his sole discretion.
- 1.4 Bow hunts and hunting with handguns are available in some hunting areas and only for some species. Particulars are available upon request.

2. Hunting packages & rates include:

- 2.1 The services of a licensed professional hunter/guide; and the use of a hunting vehicle and fuel;
- 2.2 Fully serviced accommodation, all meals, drinks and laundry services during the contracted period. Accommodation varies from tented camps to super luxury lodges;
- 2.3 Trackers, skimmers and the necessary field and camp staff;
- 2.4 Field preparation of trophies and transportation thereof to the Taxidermist or shipping agent designated by Cape to Cairo LLC;
- 2.5 Meeting of Clients at arranged venue;
- 2.6 An emergency communication network and well stocked medical kit;

- 2.7 When hunting in government concession areas, Client does not pay for arrival and departure days, unless otherwise specified.
- 2.8 When hunting plains game on private hunting ranches, Client will pay one full day for arrival day & departure day, unless otherwise specified.

3. Unless otherwise specified in the Clients Booking Estimate, the estimate excludes:

- 3.1 Taxidermy work, CITES permits, gratuities, license and trophy fees (including bait animals) not specified in booking estimates;
- 3.2 Accommodation, flights, travel charges and meet-and-greet services before and after the contracted period;
- 3.3 Air, ground and water transfers to and from and between hunting camps; additional vehicles required by hunting party; side excursions; scenic flights; airport and import taxes; and landing fees;
- 3.4 Hire of rifles & shotguns, ammunition and fishing tackle. PLEASE NOTE: Firearms are the property of individuals and not Cape to Cairo LLC and must be rented for the full period of the safari and paid for in advance — no refunds payable.
- 3.5 Purchases on behalf of the client of a personal nature (in which case a 5% handling fee will be added);
- 3.6 Firearm transit- and import / export permits. Ammo & firearm handling and other custom duties;
- 3.7 All costs related to the clients' change of plans itinerary during the safari;
- 3.8 Personal, trip cancellation, trophy and medical evacuation insurance (which is strongly recommended). The client is responsible for short term insurance against trip cancellation, theft, loss and damage of his personal property whilst on safari and will not have recourse against Cape to Cairo LLC or its service providers, unless may or negligence can be proved in court of law on the side of Cape to Cairo LLC or its service providers.

4. General Terms and Conditions

- 4.1 All safaris are subject to quota availability at the time of booking. The Outfitter cannot guarantee such quotas as Government/land owners regulate these. The dates and time slots available will be in accordance with the availability of camps and quotas on Cape to Cairo LLC's booking sheet. Preference and confirmation will be given on a first-come-first-served basis once a deposit has been paid. Quotations will be valid for a period of 14 days only, unless otherwise stated. Cape to Cairo LLC cannot be held responsible should the government or land owners change or withdraw quota allocations or in the event that Cape to Cairo LLC or its service providers lose a particular concession area after the signing of a safari contract. This clause is specifically aimed at hunting in government concession areas.
- 4.2 Based on the outfitter's knowledge, observations and experience, the CTC has the exclusive right to move a client to any camp or hunting area of similar quality, where he feels that the client will have a better chance for success, at any time before or during a safari, at his sole discretion.
- 4.3 Should the parties fail to enter into a signed safari contract then the terms and conditions as set out herein will apply.
- 4.4 The government authorities control taxes and custom duties, concession-, community, conservation and license fee increases may be announced without prior notice and such increases published after the publication of this document will be passed on to the client.
- 4.5 Prices are based on the ruling exchange rate at the time of printing of the relevant price lists. Prices are subject to change without notice and the Cape to Cairo LLC reserves the right to adjust the same should the exchange rate between the date of entering into the safari-agreement and the last date of the safari differ drastically.
- 4.6 Clients must be in possession of a passport valid for at least 6 months AFTER the end date of his safari and with at LEAST 6

clean pages left in such passport. The onus rest on clients to apply for their entry visa's (if applicable) for all the countries they are traveling through/visiting, well in advance. All non-SADC visitors to Mozambique require visas. It is the responsibility of clients to ensure that their travel documents and applicable inoculation certificates are in order. Invitation letters will be issued by the outfitter upon request and only after receipt of the necessary information from the client.

- 4.7 Clients are responsible for all health, medical evacuation, travel, trip-interruption- and cancellation insurances as well as short term insurance against theft, loss and damage of goods and should contact their insurance broker or travel agent for quotations on available packages. Cape to Cairo LLC can, upon request, provide for Medical Evacuation cover at a nominal fee. Clients must provide the outfitter with medical evacuation insurance membership and contact numbers prior to the commencement of a safari.
- 4.8 Clients are responsible to obtain all inoculations and preventative medications and prophylaxis prior to their safari and should consult their doctor or travel clinic regarding the relevant health risks, regulations and requirements. Certain areas/countries, such as Botswana and Mozambique, are high-risk malaria areas. Tsetse fly is a nuisance In Mozambique and bug packets, protective clothing and DEET insecticide are recommended. Certain countries through which you may travel may require proof of yellow fever inoculations.
- 4.9 NO animal, including animals used for bait, may be hunted without a pre-issued license except where otherwise specified. All license fees are payable in advance and are not refundable. Animals wounded or lost are payable in full.
- 4.10 If for any reason during the 90 days before the commencement of the safari, a client reduces the quotas booked and which were allocated to him by the outfitter, or he/she declines the opportunity of hunting any of the animals so allocated, then the full price of the package/trophy is payable, less 50% on the trophy fee which forms part of any booking estimate or the trophy itself. This clause is specifically aimed at hunting in government concession areas.
- 4.11 Should a client fail to take a primary trophy during a safari and should Cape to Cairo LLC or its service providers be able to accommodate the client and offer the client the opportunity to return later, in the same season to attempt to hunt that same trophy on the same license again, provided a suitable time slot is available, then and in such event the parties will enter into a new agreement under similar terms and conditions as the original agreement.
- 4.12 No hunt booked for a particular hunting season is transferable to any future season at the same rate. The new rates applicable to the future season will then apply. A safari may be rolled over to a future season once only and then only under exceptional circumstances, such as the death of a direct family member, hospitalization of the client etc.
- 4.13 Clients should make their own travel and accommodation arrangements prior to and after the contracted period. If Cape to Cairo LLC is required to make such arrangements, Cape to Cairo LLC will be entitled to a handling fee.
- 4.14 Clients are required to submit all relevant information necessary for the hunt, on the prescribed forms and questionnaires as may be supplied by Cape to Cairo LLC or its service providers from time to time and must submit the same to Cape to Cairo LLC, not later than 90 days prior to the commencement of the safari. The Mozambique authorities require four (4) color passport photos, two notarized copies of the client's passport and notarized written proof of firearm ownership. It is the client's responsibility to ensure that he/she is in possession of the necessary transit permit for his firearms, visas and health documents for all the countries he/she will be entering or travelling through en-route to and from the hunting area. Cape to Cairo LLC and/or its service providers accepts no responsibility for the late issuing of documents should the required documents not be submitted within the given time frame, nor additional costs encountered for overnight courier services etc.
- 4.15 Unless the parties agree to otherwise, the client will make all arrangements and deal directly with the designated shipping agent and must pay all air freight, packing, dipping, documentation and shipping fees to the shipping agent direct. Unless otherwise agreed, Cape to Carro and its service providers cannot be held responsible for any loss or damage once the trophies have been delivered to the shipping agent. Trophy insurance is strongly advised.
- 4.16 Written permission must be obtained in certain instances from the authorities, i.e. in Mozambique, where a filming permit fee is also payable, to obtain video/film footage of a hunt, if such footage is intended for commercial use. The appropriate visas must then be applied for and all filming equipment duly declared. The full observer rate will be applicable to filming crew. Should both the client and filming crew give written permission to Cape to Cairo LLC to use the footage as they see fit and supply Cape to Cairo LLC with a master copy of the raw film footage within 30 days from the last day of the safari, the client/film crew will be entitled to a 50% refund on the observer rates. Cape to Cairo LLC and/or its service providers as well as authorities reserve the right to sanction the authenticity and approve/prohibit the distribution/publication/screening of any

footage taken in its area or jurisdiction that may be in bad taste or that portrays unnecessary prolonged suffering or which may be damaging or harmful in any way to Cape to Cairo LLC or its service providers, the authorities or the country in which the hunt took place.

- 4.17 Unless otherwise agreed, it is the client's responsibilities to obtain the necessary CITES permits (where applicable), and provide the same to Cape to Cairo LLC and applicable service providers as well as shipping agents. Motivational letters are available from the outfitter upon request. Cape to Cairo LLC will advise clients on CITES/USF&W regulations on request.
- 4.18 Cape to Cairo LLC and its service providers reserves the right to use any empty air charter or available space on an air charter transferring clients to/from a hunting area to transport legal consumables and equipment.

5 Deposit and payments:

- 5.1 Unless otherwise informed by Cape to Cairo LLC a deposit of 30% (THIRTY PER CENTUM) calculated on the total hunting package is payable and required within seven day's from accepting a quotation in writing. By paying such deposit the client is accepting the terms and conditions as set out herein, irrespective of whether a written contract has been entered into or not. No safari will be confirmed or valid, unless payment of the full deposit has been received.
- 5.2 The balance of the hunting package including observer rates, license fees, air charters, additional ground transport, meet and greet fees and additional firearm import export permits, is payable 90 days prior to the commencement of the safari.
- 5.3 If plains game is added to a hunting package or, in the event that trophy fees are specified separately as in the case of a special quotation on a combination hunt or otherwise. The entire amount due, including trophy fees, is payable 90 days prior to the commencement of the safari.
- 5.4 Any additional expenses incurred during the safari, such as purchases on behalf of clients, staff gratuities, ammo tax etc., are payable immediately upon request.
- 5.5 Any refund on non-shot trophies will be paid to the client, by check or wire transfer within 30 days from the last day of the safari.
- 5.6 All overdue amounts shall bear interest from the last day of the safari until final payment has been received, at the rate of 2% per month, which said interest shall be payable on demand. Accounts outstanding in excess of three months from the last day of the safari will be handed over to an Attorney for collection and in such event the client will be responsible for all tracing, collection, attorney and client fees.
- 5.7 All payments may be made by direct wire transfer, traveler's checks; bank guaranteed checks or cash in favor of Cape to Cairo LLC at such bank account as Cape to Cairo LLC may advise the client from time to time or as may be agreed upon between the client and Cape to Cairo LLC. Proof of payment must be submitted in writing before it will be acknowledged. NO personal checks or credit cards will be accepted unless otherwise advised. The client is liable for local wire transfer fees.
- 5.8 Cape to Cairo LLC reserves the right to adjust the invoice amounts in the event of currency fluctuations between the time of the booking estimate and the actual amounts paid. No changes will be made for fluctuations of less than 2.5% .
- 5.9 Cape to Cairo LLC will be entitled to retain trophy mounts as surety, if any amount due and payable on completed safaris are outstanding.

6. Liability:

- 6.1 Whilst Cape to Cairo LLC and it's service provides, professional hunters, guides and staff make every effort to ensure the client's safety and comfort, no responsibility can be accepted for any illness, accident, injury, theft, damage or loss whatsoever, or any expenses arising from such illness, accident, injury, theft, damage or loss. Unless otherwise specified, Cape to Cairo LLC, its service providers, professional hunters, guides and staff will not accept any responsibility for trophies after delivery to the shipping agent, nor for any personal goods left behind in camp, aircraft or vehicles. The onus rests on the client to give clear and unambiguous skinning instructions in accordance with his trophy mounting requirements and make sure that the hunting register is duly completed and signed in accordance with his requirements.

- 6.2 Cape to Cairo LLC will at all times endeavor to sub-contract reputable, reliable and duly licensed and authorized service providers, i.e. Outfitters, Charter companies, shipping agents, support agencies etc., but will not accept any responsibility for any acts, omissions or negligence committed by such sub-contracted service providers, resulting in loss of whatsoever nature to the client.
- 6.3 In paying the required deposit, the client accepts the basic terms and conditions as stipulated herein, irrespective of whether a written agreement has been entered into or not. The onus rests on the client to ascertain the contents, meaning and legal implications of such terms and conditions.
- 6.4 The client certifies that he/she is in good health of body and mind and that he/she has no physical or psychological limitations, which would preclude his/her safe participation in the safari or associated activities. The client furthermore certifies that he/she has full knowledge of the nature and extent, as well as the risk inherent in the participation in hunting/safari activities, and the remote, rugged and harsh areas in which such activities take place and that he/she is voluntarily assuming such risks.

7. Prices and Price Lists:

- 7.1 The authorities control quota allocations and all government and community fees and taxes on concession areas. These may be adjusted without prior notice;
- 7.2 On request from a client to hunt private game ranches not included in the original booking estimate, clients understand and agree that the owners of such property control quotas and all fees and it may also be adjusted without prior notice.
- 7.3 Concession areas and species availability depend on area allocations and the available quota at the time of confirmation of a booking. No dates or quotas will be confirmed without securing it by means of a deposit, as stipulated in the standard terms and conditions of the outfitter. No game may be hunted without a license.
- 7.4 The hunting concessions where Cape to Cairo LLC and its service providers operates are situated in remote wilderness areas where dangerous animals, insects, reptiles and plants exist. Hunting is a dangerous sport. Neither the authorities, nor the outfitter, can guarantee the safety of any person. Clients partaking in sport hunting do so of their own free will and at their own risk and must make sure they are adequately ensured for any eventuality.
- 7.5 Cape to Cairo LLC is an advocate fair chase hunting practices in true wilderness areas where wild animals roam freely. We cannot guarantee a trophy and clients' successes will depend on their willingness, physical capabilities and skills to hunt on foot and track down their desired species.
- 7.6 Prices are based on the ruling exchange rate at the time of going to press. Prices are subject to change without notice and the CTC reserves the right to adjust the same, should the exchange rate between the date of entering into the contract and the last date of payment differ drastically;
- 7.7 Prices are reviewed on a calendar year basis and normally remain the same for an entire hunting season.
- 7.8 Prices may be adjusted without prior notice should government fees, service provider fees and exchange rate fluctuations dictate as such.
- 7.9 All prices include value added tax where applicable (VAT)

8. Dangerous Game Hunts in Free Roaming areas:

- 8.1 Clients booking a dangerous game hunt in a free roaming area are normally interested in hunting top quality trophies. Cape to Cairo and its service providers will, on request of the client, provide clients with information on quality trophies that have been hunted in the area on previous hunts will suggest a recommended time frame for the hunt booked, but cannot provide a client with any guarantee on an opportunity to hunt a specific trophy quality animal. The parties therefore agree and understand that there is a fair amount of luck, timing and skill involved during such a hunt and therefore the following:
- 8.1.1 Prior to the hunt CTC will provide a client with a detailed booking estimate and trophy price list that indicate trophy fees for various quality trophies that will clearly show the difference in cost involved as far as quality trophy measurement goes for each species to be harvested.

- 8.1.2 Prior to the hunt, the client will indicate to CTC what level of trophy he is after and it will be booked accordingly.
- 8.1.3 CTC and/or its Service Provider will allocate a Professional Hunter with experience in the hunting area to the client and the Professional hunter will put in his best effort to satisfy the client on the trophy quality the client is after. The PH will communicate his/her thoughts to the client at all times during the hunt and will advise the client when he thinks the client should harvest a certain trophy.
- 8.1.4 The client acknowledge that he/she is aware that hunting free roaming concessions is a privilege and that dangerous game hunting quotas in these hunting concessions are very limited, difficult to come by. Quotas also vary on an annual basis on various hunting concessions.
- 8.1.5 CTC and its Service Providers invested a great deal of money and effort to secure the dangerous game concessions and quota. As part of our responsibilities, we have to make sure we harvest our entire annual quota. The client therefore acknowledges that he/she has an obligation towards CTC to harvest the quota allocated to him/her during his/her hunting days, provided that:
- 8.1.4.1 The PH and Client spend at least the first half of the actual hunting days available to try and track down the required trophy size animal booked.
- 8.1.4.2 In the event 8.1.4.1 is unsuccessful, the PH and the Client will carry on hunting for a good quality trophy that would meet at least the minimum requirements per species as shown below:
- Elephant: 30-Pound Tusker
- Crocodile: 10+ feet
- Cape Buffalo: 36" Spread.
- 8.1.4.2 In the event 8.1.4.1 is unsuccessful and the client, during the second half of the available hunting days, is provided with an opportunity to harvest a trophy with at least the minimum trophy quality as per clause 8.1.4.1 and the hunter refuse or declines to shoot such a trophy, the parties agree that the client will forfeit the trophy fee for such species and he/she will have no refund claim against CTC or its Service Provider for not harvesting the specific trophy species.
- 8.1.4.3 In the event 8.1.4.1 is unsuccessful and the client, during the second half of the available hunting days, is not provided with an opportunity to shoot a trophy with at least the minimum requirements as per clause 8.1.4.1, the parties agree that the client will be refunded the trophy fee in full for such specie that he/she have not had the opportunity to harvested.
- 8.1.4.4 The client is ultimately responsible for harvesting the trophy species booked by him/her and in the event an animal is shot, wounded and lost, the client will be responsible to pay the full trophy fee.
- 8.1.4.5 In most dangerous game areas, female trophies are non-exportable and a heavy fine are imposed on outfitters and PH's for harvesting female animals. Unfortunately, it is easy to make a gender mistake on Leopard and Hippo and therefore, in the unlikely event that a PH makes the wrong gender call on a Leopard or a Hippo and the client shoots it, the PH would be liable for the trophy fees and it would be considered that the client used his/her tag for that specific animal species. The client would also not have another opportunity to hunt another animal of the same species during that same hunt.
- 8.1.4.6 The parties agree further that Dangerous Game hunters and especially leopard hunters should have the skills to shoot accurately and hit a target at close range (60 yards or less), when presented with a good opportunity. It is the responsibility of CTC, its Service providers and PH's to create such an opportunity whereby the client has a fair chance to harvest the booked dangerous game species. In the event that such an opportunity was created and the client pulled the trigger and missed the dangerous game animal, and another opportunity to harvest that same species during the same hunt does not arise again, the client will be responsible to pay the full trophy fee of that specific animal even though he/she missed the trophy.

9. Donated hunts:

9.1 CTC donates hunts every year to various SCI chapters and other organizations for conservations and humanitarian fundraisers. Any purchaser and or organization accepting and executing on a CTC donation shall be subject to the following additional terms and conditions:

- 9.1.1 Purchasers and the organizations to which these donations are offered understand and agree that the CTC donation of any purchaser who has purchased more than one donated hunt from various companies offering similar safaris, with the purpose of executing these hunts on a back-to-back basis during the same trip will not be honored.
- 9.1.2 The intent of our donated hunts are to benefit the organizations we donate to and the purchaser by offering them an opportunity to come on safari with us and enjoy the benefit of the donated value at the price they bid for it on auction. Any additional upgrades on such a donated hunt is for the benefit of CTC and it helps the Company to cover costs.

10. Safety Precautions:

- 10.1 Guns will be tested before hunting commences
- 10.2 No shooting from vehicles in movement will be allowed
- 10.3 Shots will only be fired after acknowledgement or on order from the professional hunter guide has been received
- 10.4 Guns must be safe at all times.

