

Decision Support Service (DSS) Agreement

Parties:



- **BKB LIMITED**

- Registration number: 1998/012435/06
- Domicile address: 61 Grahamstown Road, North End, Port Elizabeth

and

- **Producer:** SARELSRIVER BOY with producer number 470892 AS

- Domicile address: SARELSRIVER, ABERDEEN

1. Definitions and Interpretation:

- Defines specific terms used throughout the agreement.
- Includes definitions for Analytical Reports, DSS Tariffs, Business Day, DSS, Tags, Effective Date, and others.

2. Introduction:

- BKB provides agricultural goods and services, specializing in wool and mohair, and offers a Decision Support Service (DSS) to improve livestock management.

3. Appointment and Duration:

- BKB is appointed to provide the DSS starting from the Effective Date until terminated by either party with 30 days' notice, or due to breach or Force Majeure.

4. The Decision Support Service:

- BKB agrees to provide the DSS based on events listed in Schedule 1.
- DSS is subject to accurate data recording by the Producer and the occurrence of specified events.

5. Obligations of BKB:

- BKB will maintain a secure database for recorded data.
- BKB will provide the DSS professionally, dedicating necessary time and attention.
- BKB will repair or replace equipment necessary for DSS if it fails.

6. Confidential Information:

- Data provided by the Producer for Analytical Reports is confidential.
- BKB will use and protect this information strictly for producing Analytical Reports.

- Exceptions apply for publicly known information or information independently developed by BKB.
- BKB utilizes the data processing servers of Studbook SA for its data management needs and will ensure the secure and efficient handling of all Producer data.

7. Producer Obligations:

- The Producer must pay DSS Tariffs promptly according to Schedule 2.
- The Producer must use prescribed templates to record and upload required data accurately to BKB's database.
- The Producer must ensure all necessary information is provided to BKB for timely performance.

8. Warranties by BKB:

- BKB warrants its expertise in providing the DSS.

9. Intellectual Property Rights:

- Each party retains ownership of their intellectual property rights.

10. DSS Charges and Payment:

- DSS Tariffs are payable as per the selected payment option in Schedule 2 and as per rate of the Tariff Addendum.

11. Force Majeure Event:

- Provides relief from liability due to unforeseen events beyond a party's control.
- Parties must mitigate consequences and resume obligations as soon as possible.

12. Limitation of Liability:

- BKB does not guarantee improved production from the DSS.
- BKB is not liable for losses except in cases of willful intent or gross negligence.

13. Breach:

- Allows remedies for breach of agreement after notice, including enforcement, cancellation, and damages.

14. Protection of Personal Information:

- Producer consents to the processing of Personal Information necessary for the agreement.
- BKB may share Personal Information as required by law or for legitimate interests.

15. Dispute Resolution:

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- Disputes shall be resolved through negotiation, mediation, or arbitration as outlined in this clause.
- Parties consent to the dispute resolution process.

16. Whole Agreement:

- This Agreement constitutes the entire agreement between the parties regarding its subject matter.

17. Variation:

- No changes to the agreement are valid unless agreed upon in writing by all parties.

18. Signature:

- The agreement may be executed in multiple counterparts, each considered an original.
- **Authority to Sign:** Each Party warrants that it has the legal authority and right to sign and fulfil its obligations under this Agreement. The Agreement has been duly authorized by all necessary actions of its directors or trustees and constitutes valid and binding obligations according to its terms.

Signed for/on behalf of the Producer:

Name & Surname: DIRK VAN SCHALKWYK Signature 
at SARELSRUIVER on this 22 day of 12 2024

As Witnesses:

1. Full Name(s) and Surname: _____
[Witness 1] Signature: _____
2. Full Name(s) and Surname: _____
[Witness 2] Signature: _____

Signed for/on behalf of BKB:

Name & Surname: _____ Signature _____
at _____ on this _____ day of _____ 20____

As Witnesses:

1. Full Name(s) and Surname: _____
[Witness 1] Signature: _____
2. Full Name(s) and Surname: _____
[Witness 2] Signature: _____



SCHEDULE 1: EVENTS

Report	Events	Required data recorded
Reproduction and growth report	Mating	Mating weight (within 3 weeks before mating)
		Ram/s used
		Type of mating
	Scanning	Number of fetuses (42-65 days after scanning)
	Lambing	Ewe lamb linkage
		Lamb EID
		Lamb VID
		Lamb Sex
		Lamb birth data
	Weaning	Weight of lambs Weight of ewes
	Post weaning 1	Weight – 42 -60 days after weaning
	Post weaning 2	150 days weight after weaning
	12 Month weight	
Wool report	Shearing	Fleece weight
	Micron testing (4-6 weeks before shearing)	Wool sample- (OFDA/WTB) – at least 2 samples in lifetime. Preferred as maiden ewe and after a lambing as occurred in her life.
	Rams micron testing (4-6 weeks before shearing)	Wool sample
Efficiency report	All above data is used	
	Young ewes weighing	Every 6 weeks until 1 st mating

Handwritten mark

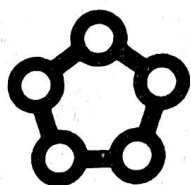
SCHEDULE 2: PAYMENT OPTIONS

Please select one of the following payment options by placing a tick in the appropriate block on the right next to the selected option:

<u>Payment Option 1 – Cash Payment</u> 1. The Producer will be obligated to make payment of the DSS Tariffs as set out in the Tariff Addendum within 30 (thirty) calendar days after rendering of a VAT invoice by BKB. Should the Producer fail to make timeous payment of the invoiced amount or at all, BKB will be entitled to add interest calculated at the prime rate of FNB, plus 5% (five percent) on any outstanding and overdue amounts. Such interest will be calculated daily and capitalised monthly from date of invoice to date of payment.	
<u>Payment Option 2 – BKB Credit Facility</u> 1. If the Producer has a current and approved credit facility with BKB, the Producer may elect to debit the DSS Tariffs invoiced amount against the credit facility that will be deemed monies lent and advanced. In the event of monies lent and advanced in terms of credit facility, the repayment thereof will governed by the terms and conditions of the credit facility.	✓
<u>Payment Option 3 – Fibre Delivery</u> 1. It is recorded that BKB is a wool broker. If Payment Option 3 is selected, the Producer herewith irrevocably undertakes to deliver the sheared fibre to BKB for further processing and on sale. In the event that the Producer's sheared fibre is delivered more than 30 (thirty) days after rendering of an invoice for the DSS Tariffs by BKB, BKB will be entitled to add interest calculated at the prime rate of FNB, plus 5% (five percent) on any outstanding and overdue amounts. Such interest will be calculated daily and capitalised monthly from date of invoice to date of payment. BKB will set off the DSS Tariff invoiced amount, including any interest thereon, against the nett proceeds from any fibre sales due to the Producer, (where such sales were processed by BKB), provided that the Producer, as he is entitled to do, has not settled the amount due to BKB earlier. In the event that the Producer has selected this Option 3 and the Producer does not deliver sheared fibre to BKB for processing and on sale as undertaken within 12 (twelve) months from the Effective Date and during every 12 month period thereafter for the duration of this Agreement, or delivers insufficient fibre to settle any invoiced amount, any unpaid invoice in respect of the DSS Tariffs, including interest thereon, will immediately become due and payable.	

TARIFFS ADDENDUM: TO BE ADJUSTED ANNUALLY

SHEEP & GOAT	
DSS Lite ✓	R2.25/lamb/year
DSS Lite+	R5.25/ewe/year and R2.25/lamb/year
DSS Mature Lite	R2.25/ewe/year
DSS Full	R5.25/ewe/year and R2.25/lamb/year
CATTLE	
Clients with sheep on DSS:	
DSS Lite	R5/calf/year
DSS Lite+	R10/heifer/year and R5/calf/year
DSS Mature Lite	R5/cow/year
DSS Full	R10/cow/year and R5/calf/year
Clients with no sheep on DSS:	
DSS Lite	R6/calf/year
DSS Lite+	R12/heifer/year and R6/calf/year
DSS Mature Lite	R6/cow/year
DSS Full	R12/cow/year and R6/calf/year
Hardware	R150 per day



DSS

Identify. Inspect. Improve.

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