



September 1, 2023

Graham Sales Safaris Pty. Ltd
Graham Sales
graham@grahamsalesafaris.com

Re: Grant Award from DSC Foundation

Dear Graham Sales,

I am delighted to advise that the DSC Foundation Board is pleased and proud to be able to fund the 2023 grant request for your organization, Graham Sales Safaris Pty. Ltd, in the amount of \$10000 under grant number 202345 for the purpose of helping to minimize or stop the ongoing poaching problem on the Reserve. This letter agreement will acknowledge and affirm that this grant will be subject to all the terms, conditions, and restrictions and requirements set forth in the Grant Agreement by and between DSC Foundation and Graham Sales Safaris Pty. Ltd detailed in the following pages. Please sign and return all pages at your earliest convenience, and we will process the wire transfer as quickly as possible.

The DSC Foundation will soon begin announcing to the DSC membership our 2023 grant recipients wherein we will highlight the amazing efforts you are working so hard to accomplish. We would love to include in these announcements any images or video you have. Please send all media to Dropbox by using this [link](#) or email them to denell@dscf.org.

Thank you and please let me know if you have any questions.

Sincerely,

Coreey Mason
CEO DSC, DSCF

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**"), is made effective as of September 1, 2023 ("**Effective Date**"), by and between DSC Foundation, Inc. ("**Foundation**" or the "**Grantor**"), a Texas nonprofit corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("**Code**") and Graham Sales Safaris Pty. Ltd ("**Grantee**"). Foundation and Grantee are also referred to herein collectively as the "**Parties**" and each as a "**Party**."

1. **Grant Purposes.** The purpose of this grant is to helping to minimize or stop the ongoing poaching problem on the Reserve into Africa under the terms and conditions set forth in this Agreement. **Grantee acknowledges and confirms that the Grant Funds will be used exclusively for the Grant Purpose.**
2. **Grant Period.** This Agreement and performance of the activities hereunder shall commence as of the Effective Date and shall be completed by July 31, 2024, unless earlier terminated as provided in this Agreement ("**Grant Period**").
3. **Grant Funds.** Foundation agrees to pay to Grantee the sum of \$10000 USD representing a designated donation to DSC Foundation ("**Grant Funds**") under the terms and conditions set forth in this Agreement. The grant funds shall be paid by wire transfer. Grantee shall provide the wire transfer details as set forth in the attached Appendix A. The grant funds will be disbursed within 14 days of the receipt of this executed and completed Grant Agreement and approval of same by Foundation.
4. **Limited License.** The name DSC Foundation and the DSC Foundation logo (collectively, the "Intellectual Property") are the property of the Foundation, but may be used by Grantee in strict accordance with the terms and conditions set forth below:

The Intellectual Property is the sole and exclusive property of the Foundation. The Intellectual Property may be used by the Grantee if and only if such use is made strictly pursuant to the terms and conditions of this limited and revocable license. Any failure by the Grantee to comply with the terms and conditions contained herein may result in the immediate revocation of this license. The interpretation and enforcement (or lack thereof) of these terms and conditions, and compliance therewith, shall be made by the Foundation in its sole discretion.

The Intellectual Property may be used by the Grantee solely in furtherance of the obligations of the Grantee hereunder; provided, however, that the Intellectual Property may not be used in any manner that, in the sole discretion of the Foundation: discredits the Foundation or tarnishes its reputation and goodwill; is false or misleading; violates the rights of others; violates any law, regulation or other public policy; or mischaracterizes the relationship between the Foundation and the Grantee, including but not limited to any use of the Intellectual Property that might be reasonably construed as an endorsement, approval, sponsorship, or certification by the Foundation of the Grantee or the Grantee's services, or that might be reasonably construed as support or encouragement by the Foundation to purchase or utilize the Grantee's services.

Use of the Intellectual Property shall create no rights for the Grantee in or to the Intellectual Property beyond the terms and conditions of this limited and revocable license. The Foundation shall have the right, from time to time, to request samples of use of the Intellectual Property by the Grantee from which it may determine compliance with these terms and conditions. Without further notice, the Foundation reserves the right to prohibit use of the Intellectual Property if it determines, in its sole discretion, that the Grantee's usage thereof,

whether willful or negligent, is not in strict accordance with the terms and conditions of this license or otherwise could discredit the Foundation or tarnish its reputation and goodwill. Upon the termination or expiration of this Agreement, all rights of the Grantee to use the Intellectual Property shall immediately terminate.

5. **Expenditure of Funds.** All Grant Funds will be used by Grantee solely in furtherance of the Grant Purposes. No portion of the grant funds may be used for any anti-poaching actions that are in violation of any international, federal, state, provincial or local law or regulation. Grantee acknowledges that it does not engage in shoot-to-kill anti-poaching endeavors and will not during the Grant Period. Grantee shall not use any of the Grant Funds to carry on propaganda, or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or for any purpose other than religious, charitable, scientific, literary, or educational purposes within the meaning of Code Section 501(c)(3).
6. **Anti-Terrorist Law Compliance.** Grantee agrees to administer and disburse the Grant Funds in compliance with all applicable United States financial sanctions and embargo programs that prohibit or restrict transactions involving designated countries, governments, entities, and individuals (hereinafter "U.S. economic sanctions"), as well as related U.S. laws that prohibit money laundering or any activity that facilitates money laundering or the funding of terrorist or criminal activities, including but not limited to, the USA PATRIOT Act of 2001 and the United States Executive Order 13224 (Executive Order on Terrorist Financing, Issued September 24, 2001), and any other applicable laws, regulations, rules, and executive orders in countries in which the parties are transacting business.
7. **Anti-Corruption Law Compliance.** Grantee warrants and acknowledges that it is subject to national and international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act ("FCPA"), and agrees that it shall not take any action in violation of such laws. Grantee shall not violate any provision of the FCPA or any applicable anti-corruption law, such as to make or to cause or promise to be made direct or indirect payments or anything of value to any foreign government official, or any person acting on their behalf, in an attempt to obtain or retain business or to secure any improper advantage. The requirements of this provision shall extend to the Grantee, and any officers, directors, employees, agents, or other partners acting on behalf of Grantee. The provisions of this section shall survive any termination or expiration of this Agreement.
8. **Non-Discrimination.** The Grantee represents, covenants, and warrants that it does not discriminate against any individual or entity on the basis of race, religion, color, gender, sexual orientation, age, national origin, ancestry, citizenship, disability, or veteran status or classification.
9. **Required Notification.** Grantee must provide Foundation with immediate written notification: (1) of any inability to expend the Grant Funds for the Grant Purposes; or (2) prior to any expenditure of Grant Funds deviating from the Grant Purposes. Any expenditures deviating from Grant Purposes shall require Foundation's prior written approval.
10. **Grant Contact.** The Foundation Grant Contact for this grant is Richard Cheatham (Rcheatham@DSCF.org). The Foundation Grant Contact may be changed by Foundation from time to time; Foundation will promptly notify Grantee of any such change.
11. **Reporting.** Grantee will provide the Foundation with a report consisting of 300 to 500 words and at least 5 high resolution photographs (cellphone or other video is encouraged as well) describing how the organization

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used the grant funds from the Foundation, including a description of the operations and programs funded and accomplishments (number of traps/snares seized, poachers arrested, etc.), no sooner than 90 days from the date of this agreement and no later than 120 days after the date of this Agreement. Said reporting will include a statement setting forth the number of hectares protected by Grantee's anti-poaching activities. **Please note that while periodic reports from Grantee describing Grantee's operations and efforts are welcome, those reports will not take the place of the report described herein.**

Grantee agrees to prepare and provide reports in such other format as may be reasonably requested by Foundation from time to time.

The Foundation encourages Grantee to exceed these minimum requirements.

12. Promotion of Foundation Grantee agrees to promote the Foundation and the grant from the Foundation on Grantee's website and social media venues within 30 days of the Effective Date, "Like" the Foundation Facebook page, share appropriate posts from the Foundation Facebook page and provide reports and photographs (high resolution) to Foundation in a form that lends itself to social media publication. It will be Grantee's responsibility to notify Foundation when Grantee has promoted Foundation on Grantee's website and social media pages. Grantee acknowledges that Foundation, at Foundation's option, may recognize and identify Grantee as a conservation partner and supporter of Foundation's mission on Foundation's website, social media venues and publications and that Grantee shall provide Foundation Grantee's logo in pdf or such other format as Foundation may request. If requested by Foundation, Grantee agrees to display the Foundation decal on Grantee's vehicle(s) used in providing anti-poaching services. The Foundation will supply the decals.

13. Acknowledgement. The Parties agree that Foundation will be recognized as a sponsor of the activities funded by the Grant Funds in all publications or public communications arising out of such activities, unless Foundation indicates otherwise. Grantee will notify Foundation by email when each such instance of recognition occurs. Each Party shall obtain the prior written approval of the other prior to any use of the other's name or trademarks for such acknowledgement purposes. Each Party agrees that it shall use the other's trademarks only as permitted under this Agreement, and that it shall not take any actions that would adversely affect the other's rights in such marks.

14. Representations and Warranties. Grantee represents and warrants that: (i) it shall comply with all applicable laws, regulations, and the requirements of any governmental, municipal, statutory, or regulatory authority, including U.S. laws, regulations, and administrative orders relating to this Agreement and performance of the obligations herein; (ii) it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement; (iii) it possesses all right, power and authority to enter into this Agreement; and (iv) all publications described under the Grant Purposes shall be original works of Grantee, and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right of a third party. The provisions of this section shall survive any termination or expiration of this Agreement.

15. Indemnification. Grantee shall indemnify and hold harmless Foundation, its officers, directors, employees, and agents from and against all claims, actions, costs, expenses, or liabilities arising out of or caused by (1) the negligence, omissions, or willful misconduct of Grantee, its agents, affiliates, or employees; (2) Grantee's breach of this Agreement, or any covenants, representations or warranties herein; or (3) any infringement of the intellectual property rights of a third party including patent, copyright, trademark, trade secret, or other proprietary right by Grantee.

16. Survival of Terms. The provisions of this Agreement, together with any other provisions of this Agreement that by their terms or nature are intended to survive termination or expiration of this Agreement, shall survive and remain in effect after any such termination or expiration.
17. Notices. All notices, demands, and other communications under this Agreement shall be in writing and shall be delivered in person or deposited in the United States Mail, certified or registered, with return receipt requested, or electronic mail as follows.

If to Foundation:

DSC Foundation
ATTN: Corey Mason
13709 Gamma Road
Dallas, Texas 75244
info@dscf.org

If to Grantee:

ATTN:
ADDRESS

3 SWENI STREET
THE REST NATURE ESTATE
NIELSPRUIT, 1200, RSA

TELEPHONE including country code +27 82 449 2357

EMAIL graham@grahamsalesafaris.com

EIN# _____

Funds to be used towards: ☒ Conservation ☐ Education ☐ Advocacy

18. Governing Law. This Agreement, and its validity, construction and performance shall be governed by and construed in all respects under the laws of the State of Texas (USA) without regard to the laws that would otherwise apply under applicable choice-of-law principles. The Parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts located in Dallas County, Texas in connection with any matters arising out of this Agreement and to waive any objection to the propriety or convenience of venue in such courts.
19. Waiver. No waiver of any term or provision of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Agreement.
20. Entire Agreement; Modifications. This Agreement (including any Attachments attached hereto) sets forth all of the agreements and understandings between the Parties hereto with respect to the subject matter hereof, and supersedes and terminates all prior agreements and understandings between the Parties with respect to the specific subject matter hereof. There are no agreements or understandings with respect to the subject matter hereof, either oral or written, between the Parties other than as set forth herein. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement will be binding

upon the Parties hereto unless reduced to writing and signed by the respective authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Graham Sales Safaris Pty. Ltd

By: *GRAHAM SALES*

Signature

Print Name

GRAHAM SALES

Title

OWNER

Date

12 SEPTEMBER 2023

DSC Foundation, Inc.

By:

Signature

Print Name

Title

Date

DSC Foundation
ATTN: Corey Mason
13709 Gamma Road
Dallas, Texas 75244
info@dscf.org

ADDRESS
3 JEWELL STREET
THE FIRST FLOOR
MELBOURNE, VIC 3000
AUSTRALIA

EMAIL: info@dscf.org
TELEPHONE including country code +61 3 9499 2327
EIN:

Funds to be used towards: ☒ Conservation ☐ Education ☐ Advocacy

18. Governing Law. This Agreement, and its validity, construction and performance shall be governed by and construed in all respects under the laws of the State of Texas (USA) without regard to the laws that would otherwise apply under applicable choice-of-law principles. The Parties hereto agree to submit to the exclusive jurisdiction of the federal and state courts located in Dallas County, Texas in connection with any matters arising out of this Agreement and to waive any objection to the propriety or convenience of venue in such courts.

19. Waiver. No waiver of any term or provision of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Agreement.

20. Entire Agreement; Modifications. This Agreement (including any Attachments attached hereto) sets forth all of the agreements and understandings between the Parties hereto with respect to the subject matter hereof, and supersedes and terminates all prior agreements and understandings between the Parties with respect to the specific subject matter hereof. There are no agreements or understandings with respect to the subject matter hereof, either oral or written, between the Parties other than as set forth herein. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement will be binding.

Grant Agreement Appendix A

Wire Instructions

Please ensure your beneficiary's name and address correspond to the name and address on the account we will wire funds to.

Beneficiary's Name: GRAHAM SALES SAFARIS Pty. LTD.

Beneficiary's Address: 3 SWENI ST. THE REST NATURE EST. NELSPRUIT

Beneficiary's City: NELSPRUIT Beneficiary's Region/State: MPUMALANGA

Beneficiary's Zip/Postal Code: 1200 Beneficiary's Country: SOUTH AFRICA

Financial Institution Information:

Beneficiary's Institution Name: STANDARD BANK OF SOUTH AFRICA

Institution Address: SHOP 2 & 3, CROSSING SHOPPING CENTRE, CNR MADIBA + SAMORA MACH ELL.

Institution City: MBOMBELA Institution Region/State: MPUMALANGA

Institution Zip/Postal Code: 1200 Institution Country: SOUTH AFRICA

Domestic Wire (see below) ☐ **International Wire** ☒

International Wires only: Please provide bank account information on the left side. For accounts that utilize intermediary banks, please complete the right side only.

BIC/Swift Code: SBZA ZA JJ

Local Clearing Code: _____

IBAN Number: ZA16SBZA05285203027

Account Number: 030278244

Intermediary Institution Name: _____

BIC/Swift Code: _____

Local Clearing Code: _____

Intermediary Address: _____

Intermediary City: _____

Intermediary Region/State: _____

Intermediary Country: _____

Intermediary Zip/Postal Code: _____

Intermediary Account Number: _____

Domestic Wires only:

Institution Routing Number: _____

Beneficiary's Account Number: _____

Special Instructions: _____

