

# AGRICULTURAL FARMING PARTNERSHIP CONTRACT

BY AND BETWEEN

SHAMBANI CONNECT

THE FACILITATOR  
(Hereinafter called the “FAL”)  
and

.....  
THE INVESTOR/OWNER  
(Hereinafter called the “INV”)

## PREAMBLE

**WHEREAS** the Facilitator has the right in terms of Government's Land to occupy, lease, sub-lease and use a certain piece of land in the ..... (zone) in ..... (country) described as plot.....Farm, measuring approximately ..... acres in extent together with all improvements thereon (hereinafter referred to as “THE LAND”) as particularized in the farm extract obtained in Shambani connect website, and in support with a copy of the ownership document by the owner, copy of which annexed as Annexure “A” for the purpose of conducting farming operations;

**WHEREAS** the Facilitator is engaged in the business of providing land, investment analysis, and marketing fresh produce;

**WHEREAS** the Investor is engaged in the business of injecting capital towards farming, producing, and selling value-added farm products;

**AND WHEREAS** pursuant to the Company's goals to create global partnerships and coordinate local opportunities to global forums and link the entrepreneurs and small businesses with opportunities by helping them to secure agricultural lands and maximize productivity on the Land and to ensure food self-sufficiency, the Landholder and the PARTNER with join forces on this ventures hereby enter into and conclude an Agreement for the purpose of maximization of arable land for the mutual benefit of the Parties;

**AND WHEREAS** the Facilitator wishes to enter into an Agreement in respect of a certain part of the “LAND” comprising .....acres and which is more properly delineated on the plan attached at Annexure A to this Agreement (the “FARM).

**AND WHEREAS** as the Parties wish to reduce this Agreement in writing for the record and reference purposes.

## WITNESS

### 1. AGREEMENT

The "FAL" has entered into an exclusive agreement with the "INV" who will exclusively provide expertise and extension services for the production and cultivation of .....as seasonal projects and ..... as long-term projects on "The Farm."

## 2. DURATION

This Agreement is for a period of ..... years starting.....to .....

The Agreement will be subject to renegotiation at least six months before the end of the contract with an option for the "INV" to renew.

## 3. PARTNERSHIP

Throughout the term of this contract, the "FAL", working in agreement with the "INV" shall undertake the following services:

3.1 Research and facilitate the leasing agreement of land for investment through promptly and diligently procuring, maintaining, and complying with all permits, licenses, and other authorizations which are now or at any time hereafter may be required by applicable Laws for the use and operation of the Leased Property contemplated hereby.

3.2 Manage all legal compliance issues regarding the investment projects

3.3 Prepare a cost analysis ("Estimated production costs") for the project setting forth all expenses and costs which either have been incurred or "FAL" reasonably estimate will be incurred, and all reserves, if any to be established and maintained in connection with the project using estimates from similar projects in the given country and zone and based on current market conditions and anticipated escalation. (a copy of which is annexed as Annexure "B")

3.4 The mobilizing and management of all labor relating to the farming operations with the assistance of the "INV" as necessary;

3.5 Mobilize implements of machinery and equipment necessary to conduct farming operations for the projects

3.6 Provide assistance in hiring the management personnel, guide in the use of farming practices consistent with the proper and customary farming practices of the region, and ensure the "INV" is not facing problems in labor and implements.

3.7 The marketing of the farmed crop through its online marketing platform.

3.8 Keep proper accounts at all times. At the end of each season account through Trading Profit/Loss Account and Balance Sheet for "INV" and including Capital Accounts and Current Accounts for sums paid towards the running costs thereto.

3.9 The "FAL" shall prepare such business and financial information in such format as the "INV" reasonably requests and shall send copies to the Investor within 30 days of the end of the season.

Throughout the term of this contract, the "INV", working in agreement with the "FAL" shall undertake the following services:

3.10 The procuring and making available of financial arrangements for farming operations; which include;

3.10.1 Lease the land (payment for the land lease or rent should be paid to SHAMBANI CONNECT or any other person identified in writing by shambani connect immediately by the time of signing the contract)

3.11 At its own expense the "INV" shall cultivate and manage the farm subject to the terms of this agreement, so that the full and sufficient use of the land for agriculture is obtained, employing good agricultural practice according to the nature of farming practiced and so as to preserve the fertility of the soil and to keep the land in good order.

3.12 The management of all finances relating to farming operations. These should be in line with the agreed cash flow to include;

3.12.1 Paying off all the running costs of the project as provided in the cost analysis schedule. (Payments are in relation to shall pay for all costs, including all farm costs, including, without limitation, land, water, utilities, labor, seed, nursery plants, fertilizers, equipment, technical services, repairs and maintenance costs, insurance costs, utilities, irrigation water costs, assessments, as well as any legal and consulting expenses to maintain the operations)

3.13 Be in charge of project management and provision on a continuous basis of all normal farming operations

3.14 The direct supervision and control of all matters connected with farming thereupon including without limitation having the sole responsibility for the selection, hiring, firing, supervision, assignment, direction, methods, manner of performance, setting of wages, hours, working conditions, and grievance management for "INV" employees. "FAL" will not have any right to direct or control those persons in any respect whatsoever. Similarly, "INV" will have sole responsibility for the retention, oversight, and payment of any independent, contractors, agents, or advisors he engages in carrying out its obligations under this Agreement.

3.15 Such other services shall be reasonably necessary to ensure that operations upon "The Farm" are carried out efficiently.

#### 4. OBLIGATIONS, UNDERTAKINGS, AND CONDITIONS

The Parties agree that:

4.1 All moveable equipment brought onto "The Farm" by the "INV" is owned by the "INV" and shall remain the sole property of the "INV", and shall be removed from "The Farm" at the termination of the contract, for whatsoever reason. All moveable equipment owned by the "INV" as at the commencement of this Agreement is shown in Appendix 2;

4.2 All moveable equipment on "The Farm" belonging to the "FAL" shall remain the sole property of the "FAL" and shall be provided to the "INV" on prior request to aid in the farming project. All moveable equipment owned by the "FAL" as at the commencement of this Agreement is shown in Appendix 3;

4.3 The "FAL" will work towards empowering the "INV" or his/her management representative with the necessary skills, during the currency of the Agreement, so that the "INV" will be able to stand on his own and continue to supervise and grow at the same level or even higher.

4.4 The "FAL" acknowledges and accepts that the "INV" shall have unfettered discretion to erect and establish irrigation equipment and accessories including- but without limitation – Centre pivots, water pumps, electric motors, irrigation pipes, and all necessary facilities and the like as well as the right to introduce and store farm materials and other equipment on the property including tractors, disc harrows, combine harvesters, rippers, trailers and other kinds of materials to generally facilitate and promote the farming endeavors on the farm;

4.5 "FAL" may in its sole discretion determine marketing strategy, product offering, buyer selection, terms for sales to buyers, pricing, and all other matters relating to marketing and sale.

4.6 "INV" acknowledges that nothing in this Agreement constitutes a guarantee of any specific price for a Crop or a guarantee that "FAL" will be able to obtain for the Crop the average price obtainable for similar commodities on the sale date. "INV" understands that "INV's" return will be based upon market conditions, and that, after deduction of "FAL's" commission and other deductible expenses, "INV" may not receive any return if market conditions so dictate.

4.7 Both parties understand and agree that the "INV" will at their sole discretion, apply for and obtain crop insurance at the minimum level for any and all crops on the leased grove during the term of the lease. "FAL" understands that the crop insurance is purchased by the "INV" and therefore any claim of damages will belong to "INV" solely and does not transfer with the grove once the lease is terminated. If the "INV" decides to acquire additional crop insurance "INV" will notify "FAL" at the time. This addendum applies to the entire term of the lease and any options thereafter and a copy of the insurance cover will be annexed as Annexure "C"

4.8 Both parties shall ensure that all invoices, receipts, vouchers, documentation, and records of any nature or description relevant to the business carried on by the Partnership shall be carefully kept and preserved and notified to the other and delivered as soon as is practicable to the party.

4.9 The "INV" shall observe and comply with all relevant land rights pertaining to the farm and in that regard, he shall pay all required water fees to the relevant water catchment authority for the use of such water;

4.10 The "INV" will not be responsible for any outstanding debts that might be held against "The Farm" and the "FAL" as far as they relate to the "Farm" only;

4.11 The "INV" shall be responsible for the payment of electricity consumed in regard to the PARTNERSHIP operations on the "Farm" and shall remain responsible for the readings of all the electricity meters and power supply points for the project;

4.12 Pursuant to any necessary applications for electricity supply, the establishment of alternative power points on the "Farm", or any other services for the purpose of the PARTNERSHIP, the "FAL" agrees to fully cooperate and use his best endeavors to facilitate these applications to the appropriate authority upon request of the "INV";

4.13 The "FAL" acknowledges and accepts that the "INV" shall be entitled to full and exclusive use and access to the "Farm";

4.14 The PARTNERSHIP shall operate without interference on the agreed acres. The "INV" shall have uninterrupted usage and unfettered access to the Land;

4.15 In the event that the Agreement is not renewed in accordance with clause 2.2 of this Agreement, or it is terminated for whatever reason, then all costs associated with the growing of any crops on the land up to the date of termination of the Agreement incurred will be deducted from the "FAL's" "Gross Profit Share" from the PARTNERSHIP where this falls due. Such Costs shall include, but not be limited to: liming, ploughing, fumigation, fertilizers, seed, and chemicals and associated labor costs, all costs of land preparation, irrigation, and seedbeds (the "Costs"). Where a "Gross Profit Share" does not fall due then the "FAL" shall either elect to continue to farm the crops until they are harvested, in which case, a "Gross Profit Share" will fall due, or request that "FAL" pay the "Costs" up to and including the date of termination of the Agreement.

## 5. FINANCIAL PROVISIONS

5.1 The "FAL" at the signing of the contract shall be paid the facilitation (processing) fee by the "INV" as indicated in the estimated production costs on the [shambaniconnect.com](http://shambaniconnect.com) website. This fee is for the "FAL" to provide services to the investor as explicitly provided under provisions 3 (3.1, 3.2, and 3.3 only) of this contract. It is a one-time payment in a season and is not refundable in any case.

5.2 The "FAL" at the end of each cropping season shall be paid ..... (%) of the net profits derived after the harvest from any of crops produced on "The Farm" by the "INV". This payment is for the services provided by the FAL to the INV as provided in this contract under provision 3 (3.4,3.5,3.6,3.7,3.8 and 3.9). However, these services are optional, the investor may wish to do it alone or with another person and hence will not be required to pay the FAL any further amount at the end of the cropping season if he does it by himself.

5.2.1 If the investor chooses to enjoy FAL's service as provided in provisions 3.4 to 3.9 of this contract, then he will be required to share the profit as agreed in provision 5.2. The dividend to the "FAL".....(...%) can either be in cash or share of produce to the equivalent and the partner will retain ...% of the net profit.

5.2.2 In the event of natural calamities (floods, hail, excessive rains, earthquake, etc.) or noncommercial risks (war, insurrection, national labor strikes, etc.) both parties should not be liable for non-performance.

5.3 The Net Profit Share for all and any other Crops grown on the "Farm" shall be agreed upon between the Parties in advance.

5.3.1 All payments pertaining to the "Net Profit Share" shall be paid into the account of:

Account Name: .....  
Bank and Branch: .....  
Account Number: .....

5.3.2 The "FAL" shall be liable for any statutory deductions, which fall due on the "Gross Profit Share" that he receives. Further, that the FAL indemnifies the "INV" against any liability in this regard.

5.4 Payment shall be effected no later than thirty (30) days from the date upon which the final sale is affected from the farm.

5.5 An Escrow shall be opened and funds deposited in escrow upon acceptance of this Agreement by both parties. The Deposit and any other sums (including, without limitation, any running and/or operational costs paid to the "FAL" by the "INV" which the parties agree shall be held in escrow (herein collectively called the "Escrow Deposits"), shall be held by the Escrow Agent/Bank, in trust, and disposed of only in accordance with the terms of this Contract

5.6 The "FAL" shall be entitled personally or through a nominee to monitor the harvesting and marketing of such products for the purpose of verification and payment. Additionally, the "INV" shall forthwith – upon written request of the "FAL" provide or make available as proof of any transactions and/or delivery of commodities produced on "The Farm".

5.7 This Agreement shall not be terminated by the "FAL" at any time before crops under the management of the "INV" have been harvested and/or prior to the "INV" having been paid in full for the crop.

5.8 The application of provisional 5.4, 5.5, 5.6, and 5.7 depend on the consensus reached under provisional 5.2 and does not affect or relate to the agreement reached under provision 5.1 of this contract.

5.9 This Agreement, including its Annexures, sets forth the entire Agreement between the parties and supersedes all prior Agreements, arrangements, and understandings, oral or written, between the parties on the subject matter hereof.

5.10 In case any provision of this Agreement shall be invalid, illegal, or unenforceable, it shall to the extent practicable, be modified so as to make it valid, legal, and enforceable and to retain as nearly as practicable the intent of the Parties, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

5.11 No amendment of any provision of this Agreement shall be valid unless the amendment is in writing and signed by both Parties. No waiver of any provision of this Agreement shall be valid unless the waiver is in writing and signed by the waiving Party. No waiver by either Party of any breach of this Agreement shall be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other such occurrence

5.12 Neither Party shall assign or encumber all or any part of its obligations or rights hereunder without the prior written consent of the other Party

## 6. LEGAL CHARGES

6.1.1 The "INV" shall bear the advocates costs for "FAL" in connection with this Agreement and the transactions contemplated which is hereby agreed at ....(location).....payable upon execution of this agreement to .....(advocate)

## 7. DISPUTE RESOLUTION

Any dispute between parties hereto in regard to:

7.1 the interpretation of; or

7.1.1 the effect of; or

7.1.2 the implementation of; or

7.1.3 the existence, validity, or termination of; or

7.1.4 any other matter arising directly or indirectly out of this Agreement shall be discussed between the "FAL" and the "INV" with a view to resolution. If the said parties are able to reach an agreement on the resolution of the dispute, then such resolution shall be final and binding on the parties and shall be carried into effect by them.

7.1.5 If the matter cannot be amicably resolved within 72 hours of the notification of the dispute shall be referred forthwith for adjudication by a court of law.

## 8. DOMICILLIA

8.1 The parties choose as their *domicilia citandi et executandi* (physical address) for all purposes under this agreement, whether in respect of Court process, notices, or other documents or communications of whatsoever nature the following addresses:

**The Facilitator:** Chooses his address at .....

**The Investor:** Chooses his address at .....

8.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective;

8.3 Any notice to the party which is:

8.3.1 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

8.4 Notwithstanding anything of the contrary herein contained, a written notice or communication proved to have been received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

## 9. GENERAL

The "FAL" and the "INV" acknowledge and agree that:-

9.1 This agreement constitutes the entire contract between them relating to the subject matter hereof and no provisions, terms, conditions, stipulations, warranties, or representations of whatsoever nature, whether express or implied, have been made by either of the parties or on their behalf except as may be recorded herein;

9.2 no alteration, variation, amendment, or purported consensual cancellation of this Agreement or any deletion therefrom shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties hereto;

9.3 no relaxation, extension of time, latitude, or indulgence which either party ("the Grantor") may show, grant, or allow to the other ("the Grantee") shall in any way constitute a waiver by the Grantor of any of the Grantor's rights in terms of this Agreement and the Grantor shall not hereby be prejudiced or stopped from exercising any of its rights against the Grantee which may have then already arisen or which may arise thereafter;

9.4 Both parties have undertaken to each other to do all such things, take all such steps, and to procure the doing of all such things and the taking of all such steps as may be necessary, incidental, or conducive to the implementation of the provisions, terms, conditions, and import of this Agreement.

9.5 Neither of the Parties to this Agreement shall sign, cede or transfer or purport to assign, cede or transfer any of its rights or obligations under this agreement without the prior written consent of the other.

9.6 This agreement shall be governed by and construed in accordance with the laws of ..... (country).....and the parties hereby submit to the exclusive jurisdiction of the ...(nation)..... Courts.

## 10. TERMINATION

The "INV" may terminate the Agreement automatically in the event that:

10.1.1 the Farm is expropriated;

10.1.2 the "INV" is frustrated from being unable to use the Land for the purpose envisaged in accordance with the terms of this Agreement.

10.2 The Agreement will terminate automatically at the election of the affected Party where the other Party commits a breach of any terms of the Agreement and in the case of a breach which is capable of remedy fails to make good any such breach within 14 days of being requested to do so by written notice from the affected party;

10.3 The Agreement will terminate automatically at the election of one party in the event that the other party commits a material breach of any of the terms of this Agreement.

**THUS DONE AND EXECUTED AT ..... THIS DAY \_\_\_\_\_ OF \_\_\_\_\_ 2022**

### IN THE PRESENCE OF THE UNDERSIGNED

Signed [by] [for and on behalf of]  
the Facilitator: [SHAMBANI CONNECT]  
[Position:]  
**Signature:**

Signed [by] [for and on behalf of]  
the INVESTOR: [insert name]  
[Position:]  
**Signature.**

“We are unlocking the hidden potential of the African farmlands.  
Together, we feed Africa.”