

commission. Such fees and commissions will be required to conform to normal industry practice.

3.5 **Limitation on Financial Indebtedness**

The Concessionaire shall not incur, assume or permit to exist any indebtedness including guarantees issued to third parties and the creation of charges, pledges or other encumbrances over its fixed assets, otherwise than in accordance with the Associated Agreements or in the ordinary course of business in furtherance of the Project or by operation of law, without the prior written consent of SANP.

3.6 **The Concessionaire to Make Documents Available to SANP**

The Concessionaire shall, upon the written request of SANP, and at no cost to SANP, make available at all times documents which are or were required or brought into existence by the Concessionaire or supplied to the Concessionaire from other parties to the Associated Agreements for the purposes of the Project, or which the concessionaire is required to prepare in terms of this Concession Contract.

3.7 **Conflicts**

Unless otherwise agreed in writing by SANP, the Concessionaire and other parties to the Associated Agreements shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Concession Contract or the Associated Agreements. Subject to the proper enforcement of rights under the Associated Agreements the Concessionaire shall not and shall take all reasonable steps to ensure that other parties, including parties to the Associated Agreements, do not engage in any activity which might conflict with the interests of SANP unless such activity is carried out pursuant to the rights granted to the Concessionaire in terms of this Concession Contract.

3.8 **Intellectual Property**

- 3.8.1 It is specifically recorded that all intellectual property rights whatsoever, whether capable of registration or not, regarding SANP's name, logo, image and all other intellectual property matters relating to SANP, its name, logo and/or image shall remain the sole property of SANP.
- 3.8.2 Subject to existing rights and obligations, SANP shall, on application by the Concessionaire, grant a non-exclusive right and licence to the Concessionaire to use SANP's trademarks.
- 3.8.3 In order to establish and maintain high standards of style, quality and proprietary associated with SANP, in the event, the Concessionaire desires to use SANP's trademarks or logos in any way, the Concessionaire shall first submit the concept or a sample of the proposed use to SANP for approval. Under no circumstances shall any

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use of SANP's trademarks or logos or the image or likeness of any trademark, logo or employee, which SANP in good faith believes reflects unfavourably upon or disparages SANP, be approved. SANP shall use its best efforts to advise the Concessionaire of its approval or disapproval of the concept or sample within 15 (fifteen) Business Days of its receipt of the concept or sample. If SANP approves the concept or sample, the Concessionaire shall not depart therefrom in any material respect without SANP's further written approval.

- 3.8.4 If at any time SANP withdraws its approval for the specified use of any trademark or logo, the Concessionaire shall forthwith discontinue all use of such SANP trademark or logo and shall remove from public sale or distribution, any previously approved product in respect of which SANP has rescinded approval.
- 3.8.5 SANP may withdraw approval immediately upon 5 (five) Business Days written notice to the Concessionaire if the Concessionaire or any of its officers, directors or employees commits any act or engages in any conduct which constitutes a crime, is contrary to any Regulatory Provision or offends against public morals and decency and in SANP's reasonable opinion, materially prejudices the reputation and public goodwill of SANP. The Concessionaire acknowledges that the name of the Park (the "Protected Name") is associated with and peculiar to the Park and is the intellectual property of SANP. Consequently, the Concessionaire agrees that the sole and exclusive ownership of the Protected Name shall vest in SANP and should the Concessionaire utilise the Protected Name, it does so only in terms of this Concession Contract and with the prior written approval of SANP.
- 3.8.6 In circumstances where the Concessionaire utilises any of the Protected Names, either singularly or in combination or association with any other name, it does so only in terms of this Concession Contract and on termination of this Concession Contract, the Concessionaire shall not be entitled to operate or conduct any business using any of the Protected Names in combination or association with any other name.
- 3.8.7 Within 30 (thirty) Business Days after the termination of this Concession Contract and where the Concessionaire has operated a company utilising any of the Protected Names with the permission of SANP, the Concessionaire shall either:
- 3.8.7.1 de-register the company bearing any of the Protected Names; or
 - 3.8.7.2 change the name to a name not substantially similar to any of the Protected Names.

use of SANP's trademarks or logos or the image or likeness of any trademark, logo or employee, which SANP in good faith believes reflects unfavourably upon or disparages SANP, be approved. SANP shall use its best efforts to advise the Concessionaire of its approval or disapproval of the concept or sample within 15 (fifteen) Business Days of its receipt of the concept or sample. If SANP approves the concept or sample, the Concessionaire shall not depart therefrom in any material respect without SANP's further written approval.

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- 3.8.5 SANP may withdraw approval immediately upon 5 (five) Business Days written notice to the Concessionaire if the Concessionaire or any of its officers, directors or employees commits any act or engages in any conduct which constitutes a crime, is contrary to any Regulatory Provision or offends against public morals and decency and in SANP's reasonable opinion, materially prejudices the reputation and public goodwill of SANP. The Concessionaire acknowledges that the ~~names~~ **name** of the Park and the Concession Area (the "**Protected Names**") ~~are Name~~ **is** associated with and peculiar to the Park and the Concession Area and ~~are~~ **is** the intellectual property of SANP. Consequently, the Concessionaire agrees that the sole and exclusive ownership of the Protected ~~Names~~ **Name** shall vest in SANP and should the Concessionaire utilise ~~any of the Protected Names~~ **Name**, it does so only in terms of this Concession Contract and with the prior written approval of SANP.
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- 3.8.7 Within 30 (thirty) Business Days after the termination of this Concession Contract and where the Concessionaire has operated a company utilising any of the Protected Names with the permission of SANP, the Concessionaire shall either:
- 3.8.7.1 de-register the company bearing any of the Protected Names; or
- 3.8.7.2 change the name to a name not substantially similar to any of the Protected Names.

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- 3.8.8 The naming of the Concessionaire's lodge or business operation shall be done in consultation with SANP and subject to SANP's approval.
- 3.8.9 In circumstances where the name chosen by the Concessionaire and approved by SANP is not part of SANP's intellectual property, then the rights of SANP contemplated in this Clause 3.8 shall not be applicable and the intellectual property shall be the sole property of the Concessionaire.

3.9 **Transfer of Concession Area, Camp, Concession Assets and Developments**

At the end of the Concession Period or at such earlier time as may be provided herein, the Concessionaire shall hand over the Concession Area, the Camp, all Concession Assets (excluding all movable New Concession Assets) and its rights or interest in the Developments to SANP free of charges, liens, claims or encumbrances of any kind whatsoever, and free of any liabilities, in good condition, fair wear and tear excepted, in accordance with the standards set out in SANP's Requirements (as certified by SANP). The Concessionaire shall not, other than as provided for in this Concession Contract in respect of the Residual Value, be entitled to payment of any compensation in connection therewith. For the avoidance of doubt, and for purposes of this Clause 3.9, only the following classes of assets shall be considered to be immovable: buildings and all fixtures and fittings of a permanent nature, roads and bridges, all infrastructure associated with the provision of water supply and sanitation, including dams and boreholes, power lines and cables but not power generators, windmills and waterholes and fencing.

3.10 **Approvals**

The Concessionaire warrants and shall ensure that any decision, determination, instruction, inspection, examination, testing, consent, approval, expression of satisfaction, acceptance, agreement, exercise of discretion (whether sole or otherwise) or similar act by SANP required in terms of this Concession Contract, the Construction Contracts or other Associated Agreements shall be so applied for or requested promptly.