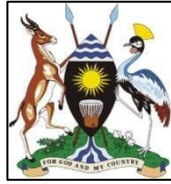


THE REPUBLIC OF UGANDA

IN THE MATTER OF THE CONTRACTS ACT 2010



MUTUAL CONSENT AGREEMENT/ FORM

BETWEEN

BANGAFI AGRO-FORESTRY LIMITED

[As the “Company”]

PO BOX 73, WAKISO CENTRAL

AND

NAME; MR/ MS;

[“As the Client”]



I Do hereby acknowledge that I have been advised about the **Bangafi Agroforestry “the Company”** policy on commercial tree planting, Land acquisition policy, terms and conditions of the agroforestry project and the requirements of that policy.

Briefly the Bangafi Agroforestry Policy Criteria and Indicators for Sustainable Forest Management (SFM) identified are listed below, as are essentially a statement of the objectives and obligations that the Client derives from the agroforestry project:

- 1) The Company shall locate and purchase a suitable piece of land for the tree planting project and develop it on behalf of the client after signing this Consent Agreement.
- 2) The Company shall identify and purchase the client's land within a period of 6 (six) months from the date of receipt of full payment of the money required for the tree planting project.
- 3) The company shall carry out research on the land suitable for the tree project, carry out land testing, by taking samples to the laboratories, clear the ground in preparation for the planting, prepare a nursery bed, plant, subdivision of the land, and land title processing within six (6) months subject to the current weather and government policy.
- 4) The Company shall communicate to the client in writing in case of any delay or failure to perform due to some frustrating factors, beyond the company's control.
- 5) The Company warrants that upon payment of the consideration for the project and purchase of the land to be utilised for the tree planting project, the client shall be taken to the forest that the company will have prepared for him or her.
- 6) The Company may commence the works of the Agroforestry project for the Client who has paid 100% (one hundred percent) of the project amount.
- 7) The Company shall plant the required commercial trees for wood, timber and fuel wood as per the agreed category of trees by the client.
- 8) Utilising the Company's '*Right tree in the right place*' philosophy using the company's experts in the field which can be electric or small poles for commercial purposes e.t.c.
- 9) The Company shall provide a healthy friendly ecosystem and a world class forest plantation for quality wood and non-timber products.
- 10) The Company shall maintain the tree project until it's ready for harvest and shall take 1/10 of the trees as a commission (one out of ten trees).

- 11) The Company shall create awareness about the agroforestry project and promote the Client's going green campaigns.

THE CLIENT SHALL;

- 1) Pay the application fees as shall be informed by the Company about the mode of payment agreed.
- 2) The client shall pay application fees for the project which shall be as per the size of the tree project so desired. The registration and subscription fees shall be paid to the Company's bank accounts which shall be availed to the client by the company.
- 3) Have a right to inspect the tree project periodically to ascertain the Company's progress of the project as per the company Agroforestry policy.
- 4) Have a right to demand from the Company the progress about the agroforestry project and the status of the land.
- 5) Have a right to inspect the tree projects and inquire about the operation of the Company.
- 6) Shall provide the particulars of his or her spouse and children and a next of kin, agents or assignees who will act for or on behalf of the Client's interest about the tree project.
- 7) Give the Company an irrevocable licence to enter onto the land for the duration of this agreement and allow the Company to develop the land for the sole benefit of the tree plantation project until the **expiry of 50 years**.
- 8) The Client **MUST** sign the **MEMORANDUM OF UNDERSTANDING** with the Company after the certificate of title and tree project are handed over to him or her.
- 9) The Client will act in the best interests of the project and honour the obligations, terms and conditions of the company in respect of this understanding.
- 10) The client is to clear the project amount fully within 3 months or else they will have to pay the balance at the new market price at that time.

1.0. NON-ORAL MODIFICATION CLAUSE:

The terms, conditions and covenants herein contained may be altered, waived or amended with the mutual agreement of the Parties but no such alteration or amendment shall take effect until it is reduced in writing and duly signed by both Parties or in case of the waiver before being signed by the Party against whom it is sought to be applied

3.0 DISPUTE RESOLUTION

Any dispute arising between the parties **SHALL** be resolved through Alternative Dispute Resolution such negotiations, mediation and reconciliation processes and that if these avenues fail then the matter shall be referred to courts of law

4.0 JURISDICTION AND GOVERNING LAWS

This Agreement Shall is to be construed in accordance with the Laws of Uganda and Ugandan Courts of Judicature.

5.0 SEVERABILITY

Each provision in this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this agreement shall not in any way be affected or impaired thereby.

No amendment or cancellation of this agreement or any provision or terms thereof or, of any other document issued or executed pursuant to or in connection to this agreement and no settlement of any disputes arising under this agreement shall be binding unless recorded in a written document signed by the parties.

IN WITNESS WHEREOF the Parties have executed this agreement the day, month and year first mentioned above.

Signed by;

CLIENT/ AGENT

Tel No: _____

Physical Address: _____

Witness

Signed by;

BANGAFI AGRO-FORESTRY

Tel No: _____

Witness
