

# RUPARELIA FOUNDATION

## PAYMENT VOUCHER

PAYMENT NO RF/2020/012/1080

Date:

26-Aug-2020

PAY M/S

ORIENT BANK (U) LTD RTGS IFO RHINO FUND UGANDA

AMOUNT USD 5,000/-

(IN WORDS)

USD

FIVE THOUSAND Only

BEING

Payment made towards Naming of Baby Rhino from Mom Uhuru and Dad Augustu

PREPARED

BY *Alab 26/8/2020*

AUTHORISED

BY

*Mr 26/8/20*

SANCTIONED

BY

*01 SEP 2020*

Chq No: *000316*

Chq Date: *3/9/2020*

Chq Prepared By:

Signature:

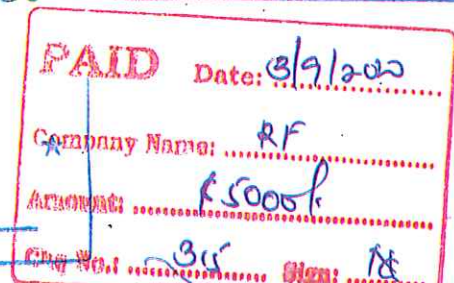
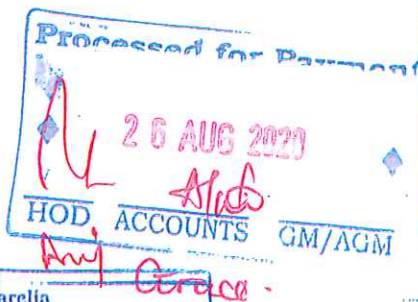
RECEIVER DETAILS

NAME: *Ivan Kirunda*

DATE: *16/10/20*

ID TYPE: *Joh ID*

SIGN: *[Signature]*



## **RHINO FUND UGANDA**

### **SD ACCOUNT**

Pay :	Stanbic Bank Uganda
Stanbic Branch :	Kigumba, P.O. Box 100, Kigumba, Uganda
Beneficiary Name :	RHINO FUND UGANDA
Beneficiary Account Number :	9030008072492
Swift Code :	SBICUGKX
Beneficiary Address :	P.O. BOX 71020, KAMPALA, UGANDA
Reference :	DONATION & your NAME



THE REPUBLIC OF UGANDA  
AND  
IN THE MATTER OF THE CONTRACTS ACT, 7 OF 2010  
AND  
IN THE MATTER OF NAMING RIGHTS OF A RHINO  
BETWEEN  
RUPARELIA FOUNDATION  
AND  
RHINO FUND UGANDA

A handwritten signature in blue ink, consisting of a large loop followed by a smaller, more complex scribble.

## AGREEMENT

This agreement is signed on this 13 th day of October 2020.

### BETWEEN

**RUPARELIA FOUNDATION** of 4<sup>th</sup> floor Crane Chambers, Kampala and Tel No +256702711721, [info@rupareliafoundation.org](mailto:info@rupareliafoundation.org) (hereinafter jointly referred to as the "First Party") which description shall where the context permits bind and inure to the benefit and obligation of their legal representatives, successors in title and assignees of the one part

### AND

**RHINO FUND UGANDA** of P.O BOX 70210, Kampala and Tel No +256 772713410, [director@rhinofund.org](mailto:director@rhinofund.org) (hereinafter referred to as the "Second Party") which description shall where the context permits bind and inure to the benefit and obligation of their legal representatives, respective successors in title and assignees of the other part.

### WHEREAS:

1. The parties have entered into this agreement where the First Party shall name a rhino born in Uganda under the custody of the Second Party.
2. That by this agreement the parties agree to be bound by this establishment on the following terms herein;

### CLAUSE 1.0 DEFINITIONS AND INTERPRETATIONS:

- 1.1.1 "Agreement" means this document as appended to and binding on the two parties.
- 1.1.2 "Commencement Date" means the date when the agreement starts.
- 1.1.3 "Personal Data/Sensitive Personal Data" shall have the same meaning as set out in the Data Protection and Privacy Act (2019) or any successor legislation.

   
NK

## **CLAUSE 2.0 COMMENCEMENT AND DURATION:**

This agreement shall commence on the 30<sup>th</sup> day of September, 2020 for a term equivalent to the life span of the rhino named.

## **CLAUSE 3.0 PURPOSE:**

This agreement serves to facilitate the naming of a rhino born in Uganda under the custody of the Second Party.

## **CLAUSE 4.0 NATURE OF RELATIONSHIP:**

- 4.1 This agreement creates a contractual relationship between the Parties. The envisaged positive long term relationship built shall have the following activities:
- a) Giving proposed male and female names to the rhino, based on the gender of the rhino at birth;
  - b) Final naming of the rhino.
  - c) The name given to the baby Rhino will remain for the life time of the Rhino

## **CLAUSE 5.0 FINANCIAL SUPPORT & PAYMENTS:**

- a. The First Party shall pay a sum of US Dollars 5,000 as agreed to by the Parties to support the activity of naming of the rhino.
- b. Unless otherwise agreed in writing, the Second Party shall bear all financial responsibilities and maintain upkeep concerning the rhino named by the First Party

## **CLAUSE 6.0 OTHER BENEFITS**

The First Party shall be allowed to post this information pertaining the naming of the rhino on any marketing materials.



#### CLAUSE 7.0 INTELLECTUAL PROPERTY RIGHTS

- a. The parties agree to respect and protect each other's intellectual property and expressly agree not to utilize each other's intellectual property, trademarks, service marks and/or copyrights for any reason other than mutual efforts contemplated under this agreement, unless expressly authorized by written consent.
- b. The parties agree that the original owner of any intellectual property shall be the exclusive owner of any derivative works derived there from.
- c. Each party shall take appropriate steps to ensure that the other party's ownership rights in any derivative works are properly registered or otherwise documented in accordance with any applicable laws.

#### CLAUSE 8.0 DATA PROTECTION:

Each Party shall comply with its obligations under all applicable data protection laws in respect of the Services to be provided under this agreement. Each Party agrees in respect of any such personal data supplied to it by the other Party that it shall:

- (a) Only act on instructions from the other Party regarding the processing of such personal data under this Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data.
- (b) Comply with any reasonable request made by the other Party to ensure compliance with the measures contained in this Section.

#### CLAUSE 9.0 TERMINATION:

This agreement shall terminate upon death of the rhino named by the First Party.

#### CLAUSE 10.0 SEVERABILITY:

If any provision or portion of this agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other government authority

- (i) such portion or provision shall be deemed separate and independent
- (ii) the parties shall negotiate in good faith to restore in so far as is practicable the benefits to each party that were affected by such ruling and
- (iii) the remainder of this agreement shall remain in full force and effect

#### CLAUSE 11.0 WAIVERS:

No waiver by any party of any provision of this agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision.

#### CLAUSE 12.0 NOTICES:

Every notice, approval, consent or other communication required or permitted under this agreement shall be in writing, shall be deemed to have been duly given on the date of receipt and shall be deemed delivered if either served personally on the party to whom notice is to be given or mailed to the party to whom notice is to be given, by overnight courier or by first class registered or certified mail (return receipt requested), postage, prepaid and addressed to the addressee at the address stated opposite its name below or at the most recent address specified by written notice given to the other party in the manner provided by this clause.

**To the First Party:** RUPARELIA FOUNDATION

4<sup>th</sup> Floor Crane Chambers

Kampala, Uganda

Tel: **+256702711721**

**To the Second Party:** RHINO FUND UGANDA

P.O BOX 71020,

Kampala, Uganda

Tel: **+256 772713410**

**CLAUSE 13.0 CONFIDENTIAL INFORMATION:**

- a. Both parties agree that except as directed by either Party, they shall not at any one time whether during or after performing their obligations herein disclose to any person or use any confidential information, or permit any person to examine and or make copies of any documents or any other information which contains or derived from confidential information, whether prepared by the agent or otherwise coming into the agent's possession or control without the prior written permission of either parties.
- b. This shall not in any way limit the use by the First Party of any promotional materials including but not limited to images, pictures, documents and or all works of the Second Party in respect to and for the benefit of the First Party that shall be made available on the First Party's websites and or social media platforms.
- c. This material may be used by the First Party and or its related entities to promote the First Party's brand.



#### CLAUSE 14.0 DISPUTE RESOLUTION:

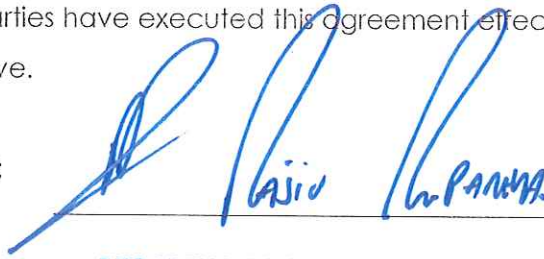
- a. The parties agree that all disputes & conflicts, contentions arising from the interpretation of this agreement shall be referred to arbitration under the Arbitration and Conciliation Act Cap 4 Laws of Uganda.
- b. No alteration of this agreement shall be made except when reduced into writing by both parties prior to such alteration.

#### CLAUSE 15.0 LAWS APPLICABLE:

- a. This agreement shall be governed by the Laws of the Republic of Uganda and subject to this agreement; the parties irrevocably submit themselves to the exclusive jurisdiction of Ugandan courts.
- b. This agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any prior agreements or understandings between the parties and neither party shall be bound by any variations to this agreement unless signed and consented to by the parties hereto.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the day and year indicated first above.

**SIGNED** for and on behalf of;



**RUPARELIA FOUNDATION (First Party)**

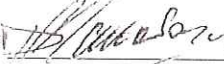
In the presence of  NAIYA KHAMACHAN

**SIGNED** for and on behalf of;




Angela Elizabeth Genade  
Executive Director

**RHINO FUND UGANDA (Second Party)**

In the presence of  Daudi Makobore  
Chairman of the Board

All in the presence of

  
AN ADVOCATE

**MULELENGI BONITA**  
Advocate  
Tel: 0773 387 063  
bntmling03@gmail.com



**DRAWN BY:**

**KTA ADVOCATES**

3rd Floor, Plot 4 Hannington Road

P.O.BOX 37366 Kampala, Uganda

TEL: 0414530114

EMAIL: [partners@ktaadvocates.com](mailto:partners@ktaadvocates.com)

WEBSITE: [www.ktaadvocates.com](http://www.ktaadvocates.com)

Two handwritten signatures in blue ink. The signature on the left is a stylized, vertical mark. The signature on the right is a more complex, horizontal mark with loops.





# Rhino Fund Uganda

P. O. Box 71020, Kampala, Nakitoma, Nakasongola

No: 6740

RECEIPT

Date: 17/10/2020

Received from: RUPARELLA FOUNDATION

The sum of Shillings / Dollar: FIVE THOUSAND DOLLARS ONLY

Being payment of: HANING OF BABY RHINO NANA'S Calf Due  
DECEMBER 2020

Cash / Cheque No. 000316

Balance: \_\_\_\_\_

UGX/USD \$ 5000

Signature: JENNIFER

For: Rhino Fund Uganda

With Thanks

## Electronic Funds Transfer Application

Name: THE RUPARELLA FOUNDATION

Address: \_\_\_\_\_

Currency: ☐ UGX ☒ USD ☐ GBP ☐ EUR

☐ OTHERS (Specify) \_\_\_\_\_

Amount (in figures): 5,000

Amount (in words): Five thousand US Dollars only

In favour of: RHINO FUND UGANDA

Beneficiary's Address: P.O. Box 71020, KAMPALA

Beneficiary's A/C No.: 9030008072492

With Bank (Name & Address): STANBIC BANK UGANDA  
KIGUMBA P.O. Box 100, KIGUMBA UGANDA

Through (Correspondent): Swift: SBICUGKX

Purpose: DONATION

Source of wealth & source of funds: CHURCH

Nature of sender's business: CHURCH

Nature of beneficiary's business: CHURCH

### Application For

☐ SWIFT ☒ RTGS  
☐ Local Eft ☐ Internal  
☐ GTMT ☐ GTST

### For Bank Use Only

CCY  
Currency  
Comm.  
Tix/Swift  
Others  
TOTAL

Beneficiary's Address: \_\_\_\_\_

Relationship between the sender & beneficiary: \_\_\_\_\_

Should we expect similar transactions in the future?

☒ Yes ☐ No

Confirm that this IS NOT a third party transaction:

☒ Yes ☐ No

All correspondent bank charges to be borne by:

☒ Applicant ☐ Shared

### Please Select Payment Method For This Transaction

☐ Debit Account No. 218 131161 251110

Cheque Details:

Cheque No.: 316 Amount: \$ 5,000

Signature of Applicant: \_\_\_\_\_

Authorised Signatories

BANK STAMP

### Disclaimer

In case of a telegraphic transfer it is understood, the same is sent at my risk and that the bank is not held liable either for any technical mistake, delay or omission which may occur in the transmission or misinterpretation when received. I undertake to pay the charges for retransmission if this occurs. I understand that there may be further charges to beneficiary.

White: Bank Copy Blue: Customer Copy



22 27-10-27

000316 218001103

KIRA ROAD BRANCH

PO Box 7323 Kampala, Uganda

Date 23-Oct-2020

\$5,000/-

\*\*GUARANTY TRUST BANK LTD-RTGS IFO RHINO FUND UGANDA\*\*

Pay

or order

Not Negotiable  
A/C Payee only

USD \*\*5,000/-

\*\*Five Thousand Dollars Only \*\*  
US Dollars

Authorized Signatory, Above

A/C 218 131161 2 5111 0 THE RUPARELIA FOUNDATION

Account Number

Bank Code

Cheque Number

⑈000316⑈ 07⑈271847⑈ 2180011031⑈ 22



**From:** info@rupareliagroup.com  
**Sent:** Friday, 30 October 2020 14:48  
**To:** 'Angie Genade'  
**Cc:** 'info'; 'Naiya K'; 'rajiv'  
**Subject:** FW: RTGS CONFIRMATION

Dear Angie FYI ... please confirm receipt of the funds

Regards  
Tina

**Funds settlement value date: 28.10.2020 - Final**

**Header**

<b>MRT(Message routing code)</b>	FFP1 (Standard FC FSI (Single, with PI, RTM))
<b>APP(Message application code)</b>	WEB
<b>APE(Application environment)</b>	P
<b>APV(Application version)</b>	631
<b>ODT(Originator date)</b>	28.10.2020
<b>OCD(Originator BIC network code)</b>	GTBIUGKA (GTBANK)
<b>ORF(Originator instruction reference code)</b>	GTBI20302SA00043
<b>SND(Sender BIC network code)</b>	UGBAUGKATIA (WEBSERVER)
<b>ADC&gt;Addressee BIC network code)</b>	SBICUGKX (STANBIC)
<b>RRC(Recipient BIC network code)</b>	SBICUGKX (STANBIC)
<b>LSR(Finalised by)</b>	27CN1034
<b>SRF(System instruction reference code)</b>	GTBIP20302A00030

**Content**

<b>UEE(Unique end-to-end transaction reference)</b>	e20bb030-1912-41eb-87b0-2a6df2be0ebc
<b>BOC(Bank operation code)</b>	CRED
<b>EFS(Expected funds settlement value date)</b>	28.10.2020
<b>CUR(Currency code)</b>	USD (US Dollar)
<b>STA(Funds settlement amount)</b>	5,000
<b>PCA(Paying customer account number)</b>	218131161251110
<b>OCN(Paying customer name and address)</b>	THE RUPARELIA FOUNDATION
<b>IOB(Initial ordering institution)</b>	GTBIUGKA (GTBANK)
<b>BCA(Beneficiary customer account number)</b>	9030008072492
<b>BCN(Beneficiary customer name and address)</b>	RHINO FUND UGANDA
<b>PID(Payment instruction detail)</b>	DONATION
<b>CHR(Charges detail)</b>	SHA (Charges shared by paying and beneficiary customer)
<b>REC(Receiver information code)</b>	CUSTM (Custr)
<b>RRF(Related reference code)</b>	LOP11281020TRF
<b>BKB(Beneficiary bank BIC code)</b>	SBICUGKX (STANBIC)
<b>BKP(Paying bank BIC code)</b>	GTBIUGKA (GTBANK)

**From:** Angie Genade <director@rhinofund.org>  
**Sent:** Friday, 30 October 2020 16:28  
**To:** info@rupareliagroup.com  
**Cc:** 'Naiya K'; 'rajiv'  
**Subject:** RE: RTGS CONFIRMATION

Hallo Tina

We received the funds into our bank today.

Thank you very much.

Sincerely



**Angie Genade** (Hon Wildlife Officer)

Executive Director

Rhino Fund Uganda

Phone: (+256) 77 271 3410

Website: <http://rhinofund.org/>

Facebook: <https://www.facebook.com/rhinofunduganda/>

Trip Advisor: [Rhino Fund Uganda](#)

Ziwa Rhino Sanctuary is a protected area accommodating an endangered species.

**Please plan your travels to coincide with our gate times.**

***"We are open every day of the year"***

For your safety and the safety of the animals, driving on the sanctuary after gate hours **is not** allowed. The speed limit is **30KPH** and should be always be adhered to.

**FOR SECURITY REASONS**

**Our MAIN GATE** is the only gate for entering and leaving the sanctuary.

Our main gate opens at **07H30** and closes at **18H00** for **all** visitors.

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**From:** info@rupareliagroup.com [mailto:info@rupareliagroup.com]

**Sent:** Friday, October 30, 2020 2:48 PM

**To:** 'Angie Genade'

**Cc:** 'info'; 'Naiya K'; 'rajiv'

**Subject:** FW: RTGS CONFIRMATION

Dear Angie FYI ... please confirm receipt of the funds

Regards

Tina