

END USER AGREEMENT

GENERAL TERMS AND CONDITIONS

made and entered into by and between: -

THE TREE HOUSE (PTY) LTD Private Social Club

(Registration No: 2025/164360/07)

(hereinafter also referred to as the “**Company**” and or “**Club**”)



and

THE MEMBER

—THE TREE HOUSE—

(As described in the Membership sign-up form)

(hereinafter also referred to as the “**Member**”)

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1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context -

- 1.1.1. **"Agreement"** means this horticultural services agreement and any annexures attached hereto, all as amended, novated or replaced, from time to time, which regulates the terms and conditions on which the Company shall provide a growing service on behalf of the Member enabling the growth of the highest quality Cannabis, from germination, to drying and curing using only organic pesticides and fungicides;
- 1.1.2. **"Cannabis"** means the whole plant or any portion or product thereof and includes cannabis, seeds, leaves, stalks, flowers and cannabinoids;
- 1.1.3. **"Cannabis Laws"** means any and all laws regulating *inter alia* the cultivation, consumption, possession, use, distribution, acquisition or destruction of Cannabis from time to time, including but not limited to any law, by-law, regulation, ordinance or court orders;
- 1.1.4. **"Common Areas"** means those parts of the Company's and/or its Independent Cultivator's Growing Facilities not actually sub-let to a Member but intended to be for general use by all the Members, namely the drying, trimming, curing areas, fertigation tank area, packaging area and the quarantine tent as well as mother and clone areas;
- 1.1.5. **"Company"** means The Tree House (Pty) Ltd (bearing registration number: 2025/164360/07), a private company duly registered and incorporated in accordance with the Company Laws of the Republic of South Africa and having its principle place of business at 76 Soutpans Avenue, Quellerina, Randburg, Gauteng, 1709;
- 1.1.6. **"Confidential Information"** means, *inter alia*, all information relating to the business conducted by the Company, its joint ventures, associates, affiliated companies and customers that is reasonably regarded as confidential, being information not in the public domain, together with the possible or likely function,

purpose or application of that information whether in the current activities of the Company or field to which the activities of the Company may reasonably extend from time to time, any part or improvements to that information, and any recommendation, test or report of the Company or any consultant or agent in connection with that information, and whether such information is oral or written, recorded or stored by electronic, magnetic, electro-magnetic or other form or process or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, or originated or obtained by, or coming into the possession, custody, control or knowledge of the Company, or any person or entity with which the Company deals, including, but without being limited to, *inter alia*, all inventions, technical data, research and development information, business records, information and notes, products, technology, software, programs, mobile applications, data feeders, electronic and/or otherwise programs, coding, know-how, Trade Secrets, the Growing Mediums, the Methodology, designs, specifications, processes and formulae, planning procedures, techniques or information, marketing plans, strategies and forecasts, business and product development plans, financial statements, budgets, prices, costs and financial projections, accounting procedures or financial information, names and details of customers, trade connections, clients and agents, employee details or any other information which the Company has an interest in keeping confidential;

- 1.1.7. **"CPA"** means Consumer Protection Act, 68 of 2008;
- 1.1.8. **"Days"** means business days, any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.9. **"Delivery Period"** means the period within which the Company will deliver the Cannabis to the Member and/or the Member collecting the Cannabis from the Club, being as soon as reasonably practical after the Cannabis has been cured;
- 1.1.10. **"Growing Facilities"** means designated rooms and/or tents on the Premises that are utilised by the Company wherein the Company and/or its Independent Cultivators plants and grows the Cannabis on behalf of the Member in four separate and distinct phases. These facilities enable the Plant to undergo the propagation, the vegetative growth and flowering growth phase, prior to the drying, trimming and curing of the Plant;

- 1.1.11. **"Independent Cultivators"** means any possible third-party Cultivators/Growers, sub-contracted by the Company from time-to-time on behalf of the Member which enables the growth of the highest quality Cannabis, from germination, to drying and curing;
- 1.1.12. **"Information Sheet"** means the schedule to which this Agreement is annexed;
- 1.1.13. **"Lifecycle"** means the average flowering lifecycle of any Plant which is estimated at a 12 (twelve) week period;
- 1.1.14. **"Member"** means an adult male, female or transgender, who has registered with the Company and agreed to the Membership Fee, as set out more fully in the Information Sheet;
- 1.1.15. **"Member's Designated Area"** means the defined space/s within the particular Growing Facility, in respect of which the Company and the Member will conclude the Sub-Lease Agreement for the purposes of providing the Member an area in which to grow their Plant/s;
- 1.1.16. **"Membership Fee"** means the fee payable by the Member as set out in the Members Signup Sheet in respect of the costs and fees associated with the Services;
- 1.1.17. **"Methodology"** means, but is not limited to, the body of methods, procedures and techniques used by the Club Cultivator in the growing and preparation of the Cannabis for the Member's private, personal use, consumption and possession;
- 1.1.18. **"Minimum Expected Yield"** means the minimum expected yield a Member's Plant/s is/are expected to produce per Lifecycle. The minimum expected yield will depend on the Member's number of Plants, which will be determined on the Tier selected, as set out in the Information Sheet;
- 1.1.19. **"Order"** means the order placed by the Member for the provision of the Services by the Company;
- 1.1.20. **"Parties"** means the Company and the Member, and **"Party"** shall mean either one of them as the context may indicate;

- 1.1.21. **"Plant"** means any Cannabis plant/s being grown by the Company and its cultivators, on the Member's behalf;
- 1.1.22. **"Premises"** means the Company's physical address, where the Company will conduct its business;
- 1.1.23. **"Prescribed Quantity"** means the prescribed quantity, or quantities, in terms of any applicable Cannabis Laws, as applicable from time to time;
- 1.1.24. **"Registration Date"** means the date on which this Agreement is signed by the Party signing last in time;
- 1.1.25. **"Seed"** and/or **"clone"** means a female unit of reproduction of a flowering Plant. The Seed may be provided to the Member by the Company as more fully set out in clause 6 hereinbelow;
- 1.1.26. **"Seedling"** means the phase in which the Seed begins to germinate;
- 1.1.27. **"Services"** means the various services to be rendered by the Company to the Member as more fully set out in clause 6 herein below;
- 1.1.28. **"Sub-Lease Agreement"** means the agreement, annexed hereto as Annexure A, entered into between the Company and the Member, in terms of which the Member sub-lets a portion of the Premises wherein the Company will grow one or more Plants on the Member's behalf;
- 1.1.29. **"Term"** means a 12 (twelve) week period, being one complete Lifecycle of the Plant as more fully set out in clause 5 hereinbelow;
- 1.1.30. **"Tier"** means a particular membership package selected by the Member, which package shall, *inter alia*, determine the Membership Fee, the number of Plants owned by the Member, expected Delivery Period, Lifecycle and Minimum Expected Yield of the Plant;
- 1.1.31. **"Trade Secret"** means an invented formula, discovery, practice, process, design, instrument, pattern, commercial method, business connections, business documents, lists of actual or potential clients, or compilation of information which is not generally known or reasonably ascertainable by others, and by which a business can obtain an economic advantage over competitors or customers;

- 1.1.32. **"Transfer Date"** means the date on which the Member shall receive his/her cannabis from the Company (in such cases where the member does not elect to collect), at a location and on a date as agreed between the Company and the Member;
- 1.1.33. **"VAT"** means value-added tax as levied from time to time in terms of the VAT Act;
- 1.1.34. **"VAT Act"** means the Value-Added Tax Act, No. 89 of 1991, as amended; and

1.2. **INTERPRETATION**

- 1.2.1. In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context (i) any reference to the singular includes the plural and *vice versa*; (ii) any reference to natural persons includes legal persons and *vice versa*; (iii) any reference to a gender includes the other genders; and (iv) references to any enactment shall include references to such enactment as it may, after the Registration Date, from time to time be amended, supplemented or re-enacted.
- 1.2.2. Where appropriate, meanings ascribed to defined words and expressions in clause 1.1 above, shall impose substantive obligations on the Parties.
- 1.2.3. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.2.4. Where this Agreement requires a Party to use its "Best Endeavours" in relation to an act or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that act or to omit taking an action, unless the Parties agree that it is not reasonable to take the action or to omit taking an action.
- 1.2.5. No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted and/or introduced such provision.

- 1.2.6. The words "including", "include", "other" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words.
- 1.2.7. Any communication to be made pursuant to or in connection with this Agreement (including any "notice", "demand", "agreement", "approval", "consent", "resolution" and "confirmation") shall be made by notice in writing in the English language.
- 1.2.8. Save where otherwise specified, references to "writing" or "written" includes any non-transient means of representing or copying words legibly, including by facsimile or electronic mail.
- 1.2.9. References to any South African legal term for any action, remedy, proceeding, document, court, official, status, concept, state of affairs or thing include, in respect of any jurisdiction other than South Africa, a reference to the nearest equivalent in such jurisdiction to the South African term.
- 1.2.10. References in this Agreement to any Party shall include, or be deemed to be references to, (as may be appropriate) its respective successors, subsidiaries, agents, partners, personal representatives and permitted assignees or transferees.

2. INTRODUCTION

- 2.1. These terms and conditions governing the use of the Services is owned and/or operated by the creator and/or The Tree House (Pty) Ltd Private Club.
- 2.2. The Service is intended to function as a privately rented space being converted into a **private members only** affiliation that provides access to a Cannabis horticultural service on behalf of its Members, with the assistance of Independent Cultivators, which enables the growth of the highest quality Cannabis, from germination, to drying and curing using only organic pesticides and fungicides.
- 2.3. By registering with The Tree House (Pty) Ltd Private Cannabis Club and/or using the Club's Services, the Member hereby agrees to be legally bound by this Agreement, regardless of whether the Member has expressly signed or assented to the terms and conditions contained in this Agreement.

- 2.4. This Agreement applies to Members who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the “CPA”).
- 2.5. This Agreement contains provisions that appear in similar text and style which:
- 2.5.1. may limit the risk or liability of the Company or a third party;
 - 2.5.2. may create risk or liability for the Member;
 - 2.5.3. may compel the user to indemnify the Company or a third party; and/or
 - 2.5.4. serves as an acknowledgement, by the Member, of a fact.
- 2.6. If the Member does not understand this Agreement, it is its responsibility to ask the Club to explain before acceptance of the Agreement or continue using the Service.
- 2.7. This Agreement is not intended or understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either the Member or the Company in terms of the CPA.
- 2.8. The Member must not use the Service if he/she does not agree with the terms and conditions contained herein.
- 2.9. The Company and the Member accordingly agree as set out herein.
3. **USE OF THE SERVICES**
- 3.1. To register as a Member, the Member must provide the Company with his/her first and last name, his/her date of birth, a valid email address and provide the Company with any other relevant contact/personal information as may be requested. Once registered, a reference will be provided to the member (the member’s “**Membership Number**”).
- 3.2. A Member can only use the members services section after successful registration with the Company.
- 3.3. The Member hereby agrees that once the correct Membership Number have been provided to the Company, irrespective of whether the use of the Membership Number is unauthorized or fraudulent, the Member will be liable for payment of the Order save where the Order is cancelled by the Member in accordance with this Agreement.

- 3.4. The Member hereby agrees to notify the Company immediately upon becoming aware of or reasonably suspecting any unauthorized access to or use of the Member's Services and to take reasonable and necessary steps to mitigate any resultant loss or harm.
- 3.5. The Company reserves its right to terminate unconfirmed and/or inactive membership accounts. In addition, the Company reserves its sole and absolute discretion to refuse or to terminate all or part of its Services to the Member for any reason whatsoever.
- 3.6. The Company may in its sole discretion terminate, suspend and modify the Services, with or without notice to the Member. The Member hereby agrees that the Company will not be liable to the Member in the event that it chooses to suspend, modify or terminate the Services other than for processing any Order made by the Member prior to such time, to the extent possible.

4. **RECORDAL**

- 4.1. The Company shall provide the Services to the Member as more fully set out hereinunder which Services the Member accepts in exchange for the Membership Fee.
- 4.2. The Parties have agreed to the terms and conditions upon which the Company shall render the Services to the Member, for which the Member shall pay.

5. **DURATION**

- 5.1. With effect from the Registration Date, the Parties shall be obliged to perform on the terms and conditions of this Agreement.
- 5.2. The Member hereby agrees to the Term.
- 5.3. To the extent that the Member elects to terminate this Agreement and/or cancel his/her Membership Fee prior to the expiry of the Term, but no less than four weeks from the date on which the Seed was planted by the Company on the Member's behalf, the Member shall be entitled to the harvest (if any) of the Plant at the time of the Member's cancellation ("**Early Termination**").
- 5.4. The Member agrees and accepts that, should the Member terminate this Agreement prior to the expiry of the Term, the Company shall, as from the date of termination, be required to remove the Plants from the Member's Designated Area and immediately stop all

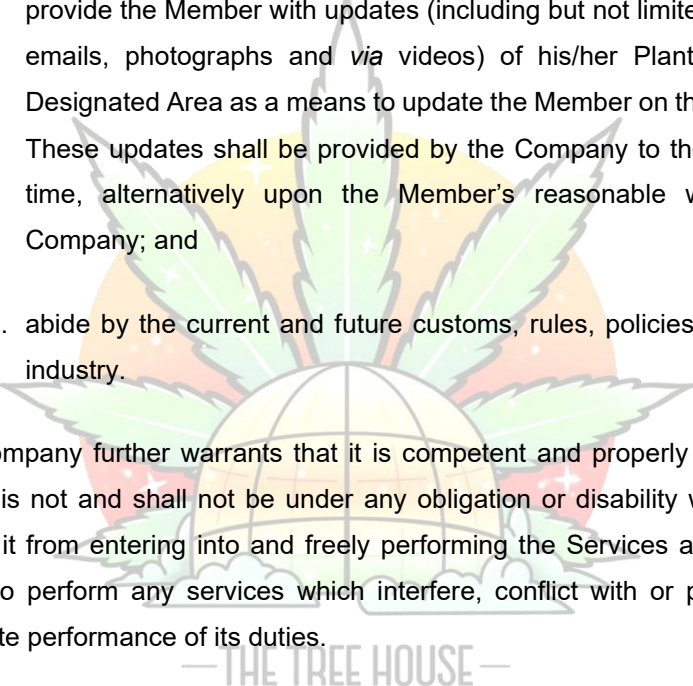
Services in respect of the Member's Plants which will result in the destruction/donation of the Plants.

- 5.5. In addition to a 30 – day Early termination Notice Period that must be provided by the Member, the Company may, in its sole and absolute discretion, charge an early termination penalty where an Early Termination has occurred. The extent of this penalty will be determined by, amongst other things, the time and expenses which the Company has incurred for Services in respect of the Member's Plant/s.

6. SERVICES

- 6.1. The Company operates a Cannabis growing service on behalf of the Member, with the assistance of Independent Cultivator/s, in order to sustain good quality to all members, enabling the growth of the highest quality Cannabis, from germination, to drying, trimming and curing without the use of any harsh chemicals.
- 6.2. Each Member shall only be entitled to request the Service, and the Company shall only be obliged to provide such Services for a Member's Plant depending on the Member's selected option.
- 6.3. On the Transfer Date, the Company shall ensure that the member's cannabis is provided in neat packaging. The Member hereby indemnifies the Company its employees, partners, agents, contractors, representatives and/or associates against any conduct one the cannabis is in the possession of the Member and indemnifies the club against any claim of poor-quality Cannabis.
- 6.4. This Agreement shall enable paying Members to:
- 6.4.1. Obtain from the Company a Seed and/or clone; and
 - 6.4.2. donate their (seed/clones from their plant) to other paying Members; and
 - 6.4.3. receive seeds/clones from other paying Members' plants.
- 6.5. The Member shall, at all times, remain the owner of the Seed and the Plant.
- 6.6. Once the Member has chosen his/her available cannabis strain, the Member is assigned his/her own Member's Designated Growing Area. The Member will be informed by the Company, via electronic mail and/or WhatsApp communication, of its allocated Member's Designated Area on confirmation of the Order.

- 6.7. The Member's Seed will be grown, dried and cured in the Member's Designated Growing Area and in the Common Areas, which Methodology is proprietary to the Company.
- 6.8. Once the Club and/or its Independent Cultivator has completed the drying, trimming and curing process, the Member shall be advised by the Company that the Member's Cannabis is ready for delivery.
- 6.9. The Member shall, at all times, remain the owner of any Cannabis being grown on its behalf. Further, and as the Cannabis shall be grown for the Member, possession and effective control of the Cannabis will remain with the Member for the duration of the Cannabis's Lifecycle. The Company shall provide the Services only and shall never become the owner of the Seeds or the Cannabis at any time.
- 6.10. The Member agrees that the Company shall be entitled to retain any additional yield of Cannabis produced for and on behalf of the Member (i.e. the additional yield produced over and above the Minimum Expected Yield) in order to ensure that there are no shortfalls to a Member's Minimum Expected Yield (the "**Excess Yield**"). The Member has no objection to the Company facilitating the donation of his/her Excess Yield to other Members on the basis that the Member donating his/her Excess Yield shall receive the same benefit from other Members should the need arise. Further, the Member has no objection to the Company utilising any portion of the Member's Excess Yield for quality control testing.
- 6.11. The Company warrants that it shall:
- 6.11.1. perform the Services with the utmost care and professionalism that can be expected of such a business relationship;
 - 6.11.2. take all reasonable precautions to guard against any loss to the Member through the failure of the Company, its employees, partners, agents, contractors, representatives and/or associates to execute their respective commitments properly and on time and to carry out the Services as agreed in terms of the Information Sheet;
 - 6.11.3. ensure that the Services shall be carried out in accordance with the industry best practices in which the Services are to be performed;
 - 6.11.4. timeously advise the Member of any circumstances or events which may prevent or inhibit the Company in the carrying out of the Services;

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- 6.11.5. not action any work, beyond the scope of the Services, without obtaining the prior written approval of the Member;
 - 6.11.6. issue detailed and complete invoices and statements timeously, where applicable;
 - 6.11.7. carry out, conscientiously all such functions and duties as are reasonable and lawful;
 - 6.11.8. observe the standards and principles set out by the Company, from time to time, in the conduct of its business;
 - 6.11.9. provide the Member with updates (including but not limited to WhatsApps and/or emails, photographs and *via* videos) of his/her Plant and/or the Member's Designated Area as a means to update the Member on the Lifecycle of the Plant. These updates shall be provided by the Company to the Member from time to time, alternatively upon the Member's reasonable written request to the Company; and
 - 6.11.10. abide by the current and future customs, rules, policies and regulations of the industry.
- 6.12. The Company further warrants that it is competent and properly qualified to perform its duties, is not and shall not be under any obligation or disability which would prevent or restrict it from entering into and freely performing the Services and will not perform nor agree to perform any services which interfere, conflict with or prevent the Company's complete performance of its duties.
- 6.13. The Member expressly agrees that it shall be entitled to the Minimum Expected Yield set out in the Information Sheet. Accordingly, and while the Company Club Cultivator shall grow the requested numbers of Plants on the Member's behalf but shall not exceed any Prescribed Quantity, the Member shall not be entitled to any Cannabis yield which exceeds the amount set out in the Information Sheet.
- 6.14. In addition to the above, the Member agrees and understands that the Minimum Expected Yield is not guaranteed and is merely a suggested/expected amount. The Member holds the Company harmless against its inability to grow, dry, trim and cure the Minimum Expected Yield.

- 6.15. The Member acknowledges that the Services may be subject to limitations, delays and other problems inherent in the provision of such Services. An example of such limitations would be increased loadshedding schedules which could result in longer than usual cultivation grow cycles.

7. FEES, DEDUCTIONS AND PAYMENTS

- 7.1. The Parties agree that the Member shall be liable to pay the Membership Fee in advance, as set out in the Information Sheet, which payment will commence on the Registration Date and thereafter on the same day of each subsequent month, or as agreed between the Company and the Member.
- 7.2. All payments shall be made by the Member into the Company's designated bank account, as set out in the Information Sheet or via card machine and/or Cash deposit/register.
- 7.3. All payments made by the Member to the Company shall be made without set-off and/or deduction.
- 7.4. All payments made by the Member to the Company shall be inclusive of VAT (if applicable), unless otherwise stipulated.
- 7.5. The Membership Fee is subject to change from time to time with reasonable notice to the Member and the Company reserves the right to effect such change within its discretion.
- 7.6. The Member shall pay the Membership Fee into the Company's bank account, which details are set out in the Information Sheet.
- 7.7. Payments shall be made by the Member to the Company via cash register, direct bank deposit, instant electronic funds transfer (EFT), or credit card however, where a credit card is used, the Company may require additional information in order to authorise and/or verify the validity of payment.
- 7.8. The Membership Fee payable by the Member to the Company shall be comprised as follows:
- 7.8.1. a service fee in respect of the Services to be rendered by the Company to the Member;
 - 7.8.2. the operating costs and relevant municipal services relating to the rendering of the Services; and

7.8.3. any ancillary costs which may apply.

7.9. Any increase in the Company's cost of supplying the Cannabis caused by any level of governmental law, regulation, tax, or other burden imposed after the date of this Agreement on the ownership, storage, processing, production, distribution or use of the Cannabis covered by this Agreement will be added to the price under this Agreement after notice of such increase has been provided to the Member.

8. COMPANY OBLIGATIONS

8.1. The Company warrants and undertakes to the Member that it shall:

8.1.1. If and where applicable, vet and select its Independent Cultivators which it considers to be competent, reliable and with sufficient expertise and facilities to ensure that the Services are properly performed;

8.1.2. keep a written register/record of all paying Members, the Orders and the Member's Seeds;

8.1.3. promptly notify the Member upon becoming aware of circumstances that may reasonably be expected to jeopardise the performance or timely performance of the Services or any part of thereof;

8.1.4. if and where applicable, arrange for inspections of all Independent Cultivators operations to ensure continued compliance by all Independent Cultivators with the Company's requirements and standards; and

8.1.5. it shall ensure that the Services shall be carried out in accordance with the industry best practices, as well as the quality standards and methodologies, as may be updated from time to time.

9. MEMBER OBLIGATIONS

9.1. The Member shall:

9.1.1. pay the Membership Fees and any other amount which may become due and owing in terms of this Agreement, in full upon withdrawal of plant material/reworked products from the club as grown for the Member.

- 9.1.2. submit to the Company such information as may reasonably be required of him/her from time to time in connection with the business of the Company and to prepare or have prepared such report/s in such form as may be required by the Company with regard to such business.
- 9.1.3. comply with all applicable laws, regulations, by-laws, ordinances, judgments and/or regulations in respect of the ownership, consumption and use of the Cannabis grown on their behalf; and
- 9.1.4. not on-sell or trade in the Cannabis grown on their behalf in terms of this Agreement, nor use the Cannabis for any commercial or other gain and shall use the Cannabis for their own personal use and consumption, in private.

10. **ANONYMITY OF THE MEMBER**

- 10.1. The Parties acknowledge that the Member's personal information provided by the Member to the Company, will remain anonymous to other Members, be treated with the utmost care and respect and handled with the highest standards applicable to confidentiality.
- 10.2. The Parties acknowledge that the Member's right to remain anonymous shall serve as a benefit to the Member, which benefit shall serve as a measure of protection of the Member's personal information provided to the Company.

11. **WAIVERS**

- 11.1. The Company does not warrant any specific level of strength, potency or concentration in respect of the Cannabis.
- 11.2. The Member hereby indemnifies the Company and holds it harmless against any and all claims of whatsoever nature and howsoever arising in relation to the use, possession or transport of the Cannabis produced on the Member's behalf, or any rights and obligations contained in this Agreement, specifically the provision by the Company of the Services, direct or indirectly, and whether such claim arose as a result of any negligent conduct on the part of the Company or its duly appointed Cultivators.
- 11.3. Neither Party shall be liable for any consequential, indirect, general or punitive damages arising in terms of this Agreement.

12. **OWNERSHIP AND ACCESS**

- 12.1. The Member shall, at all times, remain the owner of any Cannabis being grown on its behalf. Further, and as the Cannabis shall be grown, possession and effective control of the Cannabis will remain with the Member for the duration of the Cannabis's Lifecycle. The Company shall provide the Services only.
- 12.2. For so long as the Member is up to date with any and all Membership Fees owing to the Company, the Member shall be entitled to request that any Plant (the whole plant or any parts thereof) that is being grown by the Company on the behalf of the Member is handed over to the Member, upon the payment by the Member of a fee which is to be determined by the Company taking into consideration any amounts which have been incurred in growing the Plant on the Member's behalf but not yet covered by the Membership Fees at that time.
- 12.3. The Member agrees to donate a sample of his/her Plant materials (the "**Sample**") to the Company for purposes of testing and quality control and is for the benefit and safety of all Members.
- 12.4. The member hereby acknowledges that the Intellectual Property contained in this agreement is the property of the creator and the Club, and that any unwarranted use of any Intellectual Property could be considered a criminal offence.

13. **RELATIONSHIP BETWEEN THE PARTIES**

- 13.1. The Parties record that the Company shall fulfil its obligations in terms of this Agreement as an independent contractor, and not as a labour broker, employee or agent of the Member. The Company is simply put, an experienced and modern horticulture service provider.
- 13.2. Save as otherwise provided herein, neither Party shall be entitled to bind the other Party to any obligation of any nature whatsoever or to incur any liability on behalf of the other Party, whether in contract or otherwise.

14. **LIMITATION OF LIABILITY IN RESPECT OF THE SERVICES**

- 14.1. The use of the services provided by the Company is entirely at the Member's own risk and the Member assumes full responsibility for any damage or loss resulting from the use of the Services.

- 14.2. The Company cannot be held liable for any inaccurate information published on the Member's Information Sheet and/or any incorrect prices displayed on the Member's Information Sheet, save where such liability arises from the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives.
- 14.3. The Member accepts that the Company shall not be responsible for any delays, delivery failures, poor quality Cannabis produced as a result of the Member's defective Seed provided to the Company, low yields in terms of the Member's Minimum Expected Yield, or any other loss or damage resulting from the provision of Services, save where such liability arises from the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives.
- 14.4. The Company shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from the Member's use of, or reliance upon, the Services contemplated in this Agreement.
- 14.5. The Member hereby indemnifies the Company, its employees, agents and authorised representatives and holds any and all of them harmless against any claim, charge or criminal prosecution which may arise as a result of the Member utilising any Cannabis grown on the Member's behalf to deal or trade in or distribute or acquire any illegal substance or product, and the Company shall not be in any way responsible for any legal action or criminal prosecution which a Member may face as a result of any misuse of the Services or Cannabis in general.
- 14.6. The Member's indemnification of the Company shall cover all legal actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be brought against the Company or incurred or become due and payable by the Company arising from or in respect of Services rendered in respect of the Member's Cannabis, including but not limited to, any claims arising out of the Services provided by the Company to the Member.
- 14.7. Whilst the Company shall do all things reasonably necessary to protect the Member's rights to privacy, including compliance with all applicable local laws, the Company cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosure of the Member's personal information, whilst in the Company's possession, made by third parties who are not subject to its control, unless such disclosure is as a result of the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives.

15. **LIMITATIONS AND AVAILABILITY**

- 15.1. The Member may utilise the Services of the Company, which the Company may accept or reject depending on circumstances, including but not limited to, the growing capacity of the Company and/or its Independent Cultivators or any non-compliance with any term of this Agreement.
- 15.2. The Company may accept the Order depending on the correctness and accuracy of the information provided by the Member, the growing capacity of the Company Club Cultivator and/or its Independent Cultivators and receipt of payment and/or payment authorisation by the Company of the relevant Membership Fee.
- 15.3. An agreement between the Company and the Member shall only come into effect upon the Company's acceptance of the Order placed by the Member.
- 15.4. Should the Company decline a Member's request for membership with the Company based on the Company and/or its Independent Cultivators' lack of growing capacity, the Company shall endeavour to advise the potential Member as soon as the Company has sufficient growing capacity available to accommodate the Member.
- 15.5. To the extent that a Member cancels its membership with the Company at any time, the Member shall remain liable for all Membership Fees up until cancellation of the Order, as well as all reasonable costs incurred by the Company in providing the Services which it has yet to recover, as well as the costs of restoring the Plant to the Member, and the Company shall have no duty or obligation to maintain or protect the Cannabis nor shall it bear any liability of whatsoever nature should the Cannabis be destroyed or damaged in attempting to restore the Plant to the Member.
- 15.6. This Agreement is concluded solely between the Company and the Member.

16. **SHIPPING AND DELIVERY**

- 16.1. The Company will not be offering delivery services of the cannabis and the Company may in its sole discretion accept an order for delivery and will depend on a case-by-case basis.
- 16.2. Delivery details (where agreed upon), including the delivery fees of the Order, will be supplied to the Member upon confirmation of the Order.

- 16.3. The Company may offer delivery of the Cannabis by courier directly to the Member's designated location for delivery, anywhere in South Africa. Delivery details including the delivery fees of the Order will be supplied to the Member.
- 16.4. The Parties agree that should the services of a courier be required, the Company will be responsible to arrange a courier in its capacity and provided that the Company elect to allow same for a particular member. Accordingly, any agreement between the courier service provider and the Member will be concluded in the personal name of the Club and not in the Member's name.
- 16.5. Cannabis delivery fees (if and when applicable), shall be calculated according to parcel size, weight and distance of delivery and will be charged to the Member, over and above the Membership Fee.
- 16.6. The Company shall notify the Member in the event that the Company and/or courier service is unable to deliver the Cannabis during the Delivery Period.
- 16.7. In the event that the Member's Cannabis cannot be delivered in any given month for any reason whatsoever, the Company shall communicate this to the Member as soon as reasonably practical. Where the Order was cancelled as a result of events within the Company's control, the Company shall reimburse the Member all amounts paid by the Member for the month in which no delivery could take place, subject to compliance with any applicable cancellation policies and procedures applicable from time to time. To the extent that delivery of any Cannabis became impossible for any reason beyond the control of the Company, the Company shall not be obliged to refund the Member the Membership Fee for the month in question but may elect to do so in its sole and absolute discretion.
- 16.8. Prior to any possible delivery or collection of the Cannabis, the Member will receive a notification from the Company with the Member's tracking number and details of the delivery to the address nominated by the Member, if not personally collected by the Member from the Company. Should the Member fail to respond to the notification, the Company will assume that no change in address has been made and the Company will deliver the Cannabis to the address nominated by the Member.
- 16.9. The Company's obligation to deliver the Cannabis to the Member is fulfilled upon the Company's dispatch of the Cannabis to the courier service, which courier service shall be responsible for the delivery of the Cannabis to the physical address nominated by the Member. The Company is not responsible for any loss or unauthorised use of the Cannabis after the Cannabis has been delivered to the physical address nominated by the Member.

- 16.10. Should the Member provide the Company with incorrect address details for the delivery of the Cannabis, the Member will be liable for a double fee payable to the courier service which will be debited from the Member's account.

17. RETURNS AND REFUNDS

- 17.1. In the event that the Company accidentally provides the wrong Cannabis to the Member, or if the Cannabis is not as described on the Information Sheet, the Member shall be entitled to notify the Company and the Company shall use all commercially reasonable endeavours to correct the error, based on the Member's complaint, at no charge.
- 17.2. The Company shall take all reasonable steps to ensure that the Cannabis is delivered by the Company without any defects and in acceptable packaging.
- 17.3. Should the Member receive damaged, unusable or poor-quality Cannabis, the Member shall notify the Company within a reasonable period after he/she becomes aware of the defect or poor quality, but in any event within three Days after delivery of the Cannabis and the Company shall use its Best Endeavours to remedy the complaint. Importantly, such defects shall relate only to the Services rendered in respect of the Cannabis, and not the Cannabis itself, which is the Member's property.

18. UNDERTAKINGS

- 18.1. The Member undertakes that it shall not:
- 18.1.1. breach or circumvent any laws, third party rights or the Company's policies;
 - 18.1.2. fail to pay for the Services provided by the Company in respect of the Member's Cannabis;
 - 18.1.3. ensure that all information provided by the Member to the Company from time to time is accurate and up to date, and is free from any material omission or inaccuracy;
 - 18.1.4. transfer its account to another Member without the Company's consent; and
 - 18.1.5. infringe the copyright, trademark, patent, publicity, moral, database, and/or other intellectual property rights that belongs to or are licensed to the Company or another user registered with the Company.

18.2. The Company undertakes that it shall:

18.2.1. not sell or make the Member's personal information available to any third party other than as provided in this Agreement; and

18.2.2. take reasonable steps to ensure that the Information Sheet reflects the accurate description, availability and fees in respect price of any Cannabis related services.

19. **SERVICE INDEMNITY AND WARRANTIES**

19.1. By using the Service, the Member warrants that he/she is 18 (eighteen) years of age or older and of full legal capacity. Should the Member be under the age of 18 (eighteen) or not legally permitted to enter into a binding agreement, then the Member may only use the Services only with supervision of a parent or legal guardian. If the parent or legal guardian supervises the Member and gives his/her consent, then such person agrees to be bound to this agreement and to be liable and responsible for the Member and all of the Member's obligations under this agreement.

19.2. The Member agrees that it is making use of the Services at its own risk, and that the Services are provided to the Member on an "as is" and "as available" basis.

19.3. The Member hereby indemnifies the Company against any loss, claim or damage which may be suffered by the Member or any third party arising in any way from the Member's use of the Services and/or any linked third-party service.

19.4. The Services itself and all information provided by the Company is provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied legality or warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

19.5. In addition to the limitation of liability and disclaimers contained in this Agreement, the Company also makes no warranty or representation, whether express or implied, that the information or files available on the Services are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of the Member's computer system, computer network, hardware or software in any way. The Member accepts all risk associated with the existence of such viruses, destructive materials or any other data or

code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device or the Member's hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of the Company, its employees, agents or authorised representatives. The Service thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with the Member's access to or use of the Service.

- 19.6. In respect of all obligations and liabilities which arise in respect of this Agreement entered into by and between the Company and the Member, the Member hereby irrevocably and unconditionally accepts and undertakes all such obligations and liabilities, and hereby indemnifies the Company including its employees, directors, agents and/or sponsors, in respect of any claim, action, damage, loss, liability, cost or expense which the Member may pay, suffer, incur, or be liable for, as a result of any claim by any person in connection with the Services by the Company, due to any actions or omissions of the Company, or any of its staff, contractors, agents, representatives or appointees, whether wilful or negligent.
- 19.7. The Company endeavours to provide accurate and up-to-date information to the Members, however, the Company cannot be held responsible and liable for any errors, inaccuracies damage caused as a result of the use of, or inability to use the Service.
- 19.8. The Service disclaims liability for any damage, loss or expenses, whether direct or indirect or consequential in nature, arising out of or in connection with the Member's access to or use of the Service and/or any content therein.
- 19.9. For the avoidance of doubt, the Member indemnifies the Company and holds it harmless for any and all damages or loss (including but not limited to loss of money, goods, goodwill or reputation) resulting directly or indirectly from:
- 19.9.1.1. from the Services provided;
 - 19.9.1.2. the use of or inability to use the Service;
 - 19.9.1.3. pricing, promotion, displaying or shipping of the Service;
 - 19.9.1.4. delays or disruptions of the Service;
 - 19.9.1.5. glitches, bugs, errors or inaccuracies of any kind of the Service; and

19.9.1.6. viruses or other malicious software obtained through communications.

20. **PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION**

- 20.1. The Company shall take all reasonable measures to protect the Member's privacy as more fully set out below.
- 20.2. Upon registration, the Company may require the Member to provide personal information which includes but is not limited to, name, surname, email address, physical address, gender, mobile number and date of birth.
- 20.3. Should the Member's personal information change, he/she should inform the Company via reasonable notice and provide updates to the personal information as soon as reasonably possible to enable the Company to update the Member's personal information.
- 20.4. The Member may choose to provide additional personal information to the Company, in which event the Member agrees to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent an affiliation with anyone or anything.
- 20.5. The Company will not, without the Member's express consent:
- 20.5.1. use the Member's personal information for any purpose other than as set out below:
- 20.5.1.1. in relation to the Services;
- 20.5.1.2. to contact the Member regarding current or new goods offered or any of the Company's divisions, affiliates and/or partners (to the extent that the Member has not opted out from receiving marketing material from the Company);
- 20.5.1.3. to inform the Member of new features, special offers and promotional competitions offered by the Company or any of its divisions, affiliates and/or partners (to the extent that the Member has not opted out from receiving marketing material from the Company); and

- 20.5.2. disclose the Member's personal information to any third party other than as set out below:
- 20.5.2.1. to the Company's employees and/or third-party service providers who assist the Company to interact with the Member through email or any other method, for the requesting of the Services;
 - 20.5.2.2. to the Company's divisions, affiliates and/or partners (including their employees and/or third-party service providers) in order for them to interact directly with the Member by email or any other method for purposes of sending the Member marketing material regarding any current or new offers by them (unless the Member has opted out from receiving marketing material from the Company);
 - 20.5.2.3. to law enforcement, government officials, fraud detection agencies or other third parties when the Company believes in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of this Agreement; and
 - 20.5.2.4. to service providers (under contract with the Company) who help with the parts of the Company's business operations (fraud prevention, marketing, technology services, etc.).
- 20.6. The Company is entitled to use or disclose the Member's personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on the Company, or to protect and defend the Company's rights or property.
- 20.7. The Company shall ensure that all of its employees, third party service providers, divisions, affiliates and partners (including their employees and third-party service providers) having access to the Member's personal information are bound by appropriate and legally binding confidentiality obligations in relations to the Member's personal information.
- 20.8. Notwithstanding anything to the contrary, the Company shall not retain the Member's personal information longer than the period for which it was originally needed, unless it is required by law to do so, or the Member consents to the retaining of such information for a longer period.

20.9. The Member hereby warrants that it shall provide to the Company all the requested information as set out in the Information Sheet.

20.10. Given the sensitive nature of the information provided, the Company hereby warrants that:

20.10.1. it has complied and shall remain to comply with all provisions of the Protection of Personal Information Act 4 of 2013;

20.10.2. all relevant checks, tests, safeguards and procedures in terms of the aforesaid Act have been followed and adequately adhered to; and

20.10.3. all relevant permissions, waivers, authorisation, approvals and necessary consent has been obtained.

20.11. The Member hereby indemnifies the Company against any and all claims that may arise as a result of a failure on the part of the Company to comply with any provision of the Protection of Personal Information Act 4 of 2013.

21. **CHANGES TO THE TERMS OF USE**

The Company reserves its right to amend, update, change or replace any part of this Agreement and provisions contained herein at its sole and absolute discretion. Any amendment, update, change or replacement of this Agreement and provisions shall be delivered to the Member by way of notice, and the continued use of and access of the service following any amendment, update, change or replacement of provisions shall constitute acceptance of same.

22. **AVAILABILITY OF SERVICE AND TERMINATION**

22.1. The Company will use reasonable endeavors to maintain the availability of the Service, except during scheduled maintenance periods, and is entitled to discontinue providing the services or any part thereof with or without notice to the Member.

22.2. The Company may, in its sole and absolute discretion, terminate the Agreement if the Member fails to comply with any of the provisions contained herein.

22.3. The Member hereby agrees that the Company will not be liable to the Member in the event that it chooses to suspend, modify or terminate the Services other than for processing any transactions entered into by the Member prior to such time, to the extent possible.

- 22.4. Should the Member fail to comply with its obligations under this Agreement, including any incident involving payment of the Membership Fee, this may lead to a suspension and/or termination of the Agreement without any prejudice to any claim for damages or otherwise which the Company may have against the Member.
- 22.5. The Company is entitled, for purposes of preventing suspected fraud and/or where it suspects that the Member has created multiple profiles to take advantage of a promotion intended by the Company to be used once-off by the Member, to blacklist the Member, refuse to accept or process payment on any Order , and/or to cancel any Order concluded between the Member and the Company, in whole or in part, on notice to the Member.
- 22.6. The Company shall only be liable to refund the Member money already paid (at its sole and absolute discretion) and accepts no other liability which may arise as a result of such blacklisting and/or refusal to process any transaction.
- 22.7. The Member may, at any time, choose to terminate use of the Service, with or without notice to the Company, bearing in mind of that there may be an early termination penalty (as set out in clause 5).

23. **FORCE MAJEURE**

- 23.1. If any Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement from any cause beyond the reasonable control of that Party (including without limiting the generality of the foregoing, war, civil commotion, riot, insurrection, strikes, lock-outs, fire, explosion, flood, plague, pandemic and acts of God) where a Party is prevented from carrying out all or any of its obligations, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder of loss of damages either general, special or consequential which the other Parties may suffer due to or resulting from such delay or failure, provided always that written notice shall within 48 (forty-eight) hours of the occurrence constituting Force Majeure be given of any such inability to perform by the affected Party and provided further that the obligation to give such notice shall be suspended to the extent necessitated by such Force Majeure.
- 23.2. For the avoidance of doubt, to the extent that a Party's obligation involves the payment of any amounts which are due, owing and payable, such obligation shall not be suspended by any Force Majeure event.

- 23.3. Any Party invoking Force Majeure shall use its Best Endeavours to terminate the circumstances giving rise to Force Majeure and upon termination of the circumstances giving rise thereto, shall forthwith give written notice thereof to the other Parties.
- 23.4. If the full and proper implementation of this Agreement is precluded by any of the events or a combination of the events contemplated in clause 23.1 for a period of more than three consecutive Months at any one time, then and in such event the Parties shall endeavour to conclude new arrangements equitable to both of them and should they fail to agree upon any such new arrangements within 90 (ninety) Days of any of the Party calling upon the others to do so, then either of the Parties shall be entitled to terminate this Agreement.

24. BREACH

24.1. Should either Party:

- 24.1.1. fail to meet any of its payment obligations in terms of this Agreement, as and when such payment becomes due;
- 24.1.2. terminate or attempt to terminate this Agreement prior to the discharge of all of the Member's obligations in terms of this Agreement;
- 24.1.3. commit any fraudulent or wilful misconduct in the performance of this Agreement;
- 24.1.4. have made any incorrect, false or misleading representation, statement or warranty in this Agreement, or in any other document provided or required in connection with this Agreement, alternatively any representation, statement or warranty becomes incorrect, false or misleading during the term of this Agreement and fail immediately to advise the other Party of such change in writing; or
- 24.1.5. commit any breach of any other provision of this Agreement and fail to remedy same within seven Days of receipt of notice from the Company calling on the Member to remedy;

same shall constitute a material breach of this Agreement and, without prejudice to any other rights which the non-defaulting Party may have in law, shall entitle the non-defaulting Party, without providing any further notice to the defaulting Party, to terminate this Agreement and recover any and all damages which it may have suffered as a result of such termination.

25. NOTICES

- 25.1. Each Party chooses the address chosen by it below for all purposes arising out of or in connection with this Agreement, at which address all the processes and notices arising out of or in connection with this Agreement, its breach or termination, and any legal notice, pleading or process, may validly be served upon or delivered to it:

the Company: as per the Information Sheet / clause 1.1.5 *supra*

the Member: as per the Information Sheet

- 25.2. The Parties may, on written notice to the others, change the address nominated by it in terms of clause 25.1 above to any other physical address within South Africa (not a Post Office Box or the similar), provided that such change shall only be deemed to be effective on the 7th (Seventh) day after the last of the Parties has received such notice in accordance with the provisions of this clause 25.

- 25.3. Any notice given in terms of this Agreement shall be in writing and shall (i) if delivered by hand, be deemed to have been duly received by the addressee on the first Business Day following the date of delivery; (ii) if delivered by recognised international courier service, be deemed to have been duly received by the addressee on the first Business Day following the date of such delivery by the courier service concerned; and (iii) if dispatched by electronic mail, be deemed to have been received on the Business Day following the date of dispatch.

- 25.4. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another shall be adequate written notice or communication to such Party.

26. INTELLECTUAL PROPERTY RIGHTS

- 26.1. The Member acknowledges that ownership of any information contained in this Agreement and supporting documents, including ownership of all Intellectual Property Rights as contemplated in this Agreement and subsequent agreements, shall remain vested in the creator and the Company/Club for the duration of this agreement as well as after termination of this Agreement.

- 26.2. The Member agrees that the Intellectual Property Rights in respect of the operations of the business shall vest with the Company/Club solely and such information may be withheld from the Member.

27. NON-DISCLOSURE AGREEMENT

- 27.1. The Purpose of this agreement is to keep all information shared, obtained, and created by either party confidential. To protect both parties for intellectual property and to ensure that all information provided/supplied within the Agreement is not copied, sold, or shared with anyone outside the Company.
- 27.2. The Member hereby acknowledges that the confidential information contained in this Agreement is a valuable asset and is the property of the Club. There shall be no unauthorised disclosure or use of it except in accordance with this Agreement.
- 27.3. Should the Member be required to disclose the confidential information by law, it must immediately notify the other Club in writing of this and will make only such disclosure as is strictly necessary;
- 27.4. On written demand and/or upon the lapse of this agreement a Member must return to the Club the confidential information within 30 (thirty) business days from receipt of the demand or from the lapse of this Agreement. If the confidential information is an electronic format, then the Member must destroy or expunge such records in such a manner as is reasonably necessary to maintain its confidentiality.

28. GENERAL TERMS AND CONDITIONS

- 28.1. **Legal Force of Agreement:** This document does not constitute an offer and shall be of no legal force or effect unless or until it has been signed by all the Parties hereto. Until such time that it has been signed by all the Parties hereto, any Party shall be entitled to withdraw from further negotiations and decline to enter into any agreement in relation to the subject matter of this Agreement.
- 28.2. **Confidentiality:** Each Party shall keep secret and confidential all, and not disclose to any person any, information of and/or concerning the affairs of the other that they may have acquired in negotiating, settling and/or implementing this Agreement. The aforesaid restriction with regards to disclosure shall not apply where disclosure is strictly necessary for the purpose of giving effect to this Agreement, provided that, (i) the disclosing Party undertakes to bind such third party to the provisions of this clause, the terms adjusted for

the context (such third party not being entitled to further disclose such information conveyed to it); and (ii) the disclosing Party guarantees the performance of such third party in respect of same. Further no Party shall use any such information for its own benefit. The obligations in this clause 28.2 shall, to the degree necessary, not extend to information (i) which is in or comes into the public domain otherwise than through the default of any Party or an outsider; (ii) the disclosure of which is agreed to by the Parties; (iii) which is properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction; (iv) the disclosure of which is required by law, a stock exchange or other regulatory authority; (v) which is already known to the disclosing Party and is not subject to an obligation of confidence; (vi) which is independently developed by the disclosing Party without using proprietary information; and/or (vii) which is rightfully received from an outside party.

- 28.3. **Warranty of Authority:** Each Party warrants to the other that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors and/or executive committee, whichever is applicable, and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.
- 28.4. **Relationship of the Parties:** Notwithstanding anything to the contrary herein, the relationship of the Parties shall be governed by the terms of this Agreement, and nothing contained herein shall be deemed to constitute a partnership between them. The Parties shall not by reason of the actions of any one of them incur any personal liability as co-partners to any third party, and no Party shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of partnership.
- 28.5. **Implementation and Good Faith:** The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to the giving of effect to the terms, conditions and import of this Agreement. The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in accordance with the terms of this Agreement. This implies that they shall (i) at all times during the term of this Agreement act reasonably, honestly and in good faith; (ii) perform their obligations arising from this Agreement diligently and with reasonable care; and (iii) make full disclosure to each other of any matter that may affect the execution of this Agreement.

- 28.6. **Independent Advice:** Each Party acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with the transaction set out in this Agreement.
- 28.7. **Whole Agreement:** This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.
- 28.8. **Variation:** No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.
- 28.9. **Pactum de non Petendo:** No suspension of a right to enforce any term of this Agreement and no *pactum de non petendo* shall be of any force or effect unless in writing and duly signed by both Parties.
- 28.10. **Relaxation:** No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement, and no single or partial exercise of any right by any Party, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 28.11. **Severability and Deletion:** Notwithstanding anything to the contrary herein contained or implied by law, each and every term and condition of this Agreement shall be deemed to be separate and severable from the other terms hereof. If any term is found by any court of competent jurisdiction to be vague or invalid or unenforceable, that term shall be treated as *pro non scripto* and shall in no way affect the validity of the remaining terms and provisions hereof.

- 28.12. **Termination:** Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 28.13. **Governing Law and Jurisdiction:** The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of the Republic of South Africa. The Parties hereby consent to the adjudication of any dispute, to the degree that such dispute is not otherwise regulated in terms of this Agreement, by any South African court of competent jurisdiction; in accordance with, and in amplification of which, the Parties hereby specifically consent to the exclusive jurisdiction of such court.
- 28.14. **Counterparts:** This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, which shall be binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.
- 28.15. **Costs:** Each Party shall be liable for the costs of its own advisors, including those costs necessary and incidental to drafting, negotiating and settling this Agreement. Any costs, including legal costs on a full indemnification basis (failing which, the highest permissible legal tariff), incurred by a Party arising out of a breach by any other Party of any of the provisions of this Agreement, shall be borne by the Party in breach.



—THE TREE HOUSE—

ANNEXURE A

SUB-LEASE AGREEMENT

1. IRREVOCABLE OFFER

- 1.1. Registration for the Service and the Order by a Member shall constitute an irrevocable offer by the Member to hire the Member's Designated Area (which includes the right to utilise the Common Areas), which offer shall remain irrevocable for a period of seven Days from the date of placing the Order (the "**Irrevocable Offer**"). The Irrevocable Offer shall be available for acceptance by the Company at any time during such period.
- 1.2. The Member accepts that the continuation of a Sub-Lease Agreement is entirely conditional on the Member's acceptance and conclusion of, and compliance with, the General Terms and Conditions (the "**Main Agreement**"). To the extent that the Main Agreement terminates, for any reason whatsoever, the Parties agree that this Sub-Lease Agreement will automatically and simultaneously terminate as well.
- 1.3. Any capitalised terms contained in this Sub-Lease Agreement which are used but not defined herein shall have the definition assigned to them in the Main Agreement.

2. SUB-LEASE TERMS

- 2.1. The Parties agree that the Company shall let and the Member shall hire the Member's Designated Area.
- 2.2. The Sub-Lease Agreement shall commence on the date on which the Company commences with the Services after the Transfer Date (the "**Sub-Lease Commencement Date**"), and shall remain in effect in accordance with the Term set out in the Main Agreement (the "**Sub-Lease Period**").
- 2.3. To the extent that the Company is delayed in giving the Member cultivation occupation of the Member's Designated Area, and to the extent that such inability and/or delay is not due to the gross negligence of the Company, its employees or agents, the Member shall –
 - 2.3.1. have no claim whatsoever against the Company for damages;
 - 2.3.2. have no right to cancel the Sub-Lease Agreement; and

2.3.3. accept cultivation occupation on such later date on which the Member Designated Area becomes available.

2.4. In the event of a delay as envisaged in clause 2.3 above, the Sub-Lease Commencement Date shall be the date on which the Member's Designated Area shall become available for occupation, provided that if the Member's Designated Area is not reasonably capable of occupation within three months of the anticipated Sub-Lease Commencement Date then either Party shall be entitled to terminate the Sub-lease Agreement by giving the other Party at least one month's written notice to that effect, and neither Party shall have any claim against the other arising from the termination of the Sub-lease Agreement .

2.5. Notwithstanding the Sub-Lease Period, in the event that the Company in its sole discretion should elect to demolish, reconstruct, redevelop, renovate, improve and/or extend the Premises or the Member Designated Area, the Company shall be entitled to terminate the Sub-lease Agreement upon giving the Member no less than one month's written notice of its election and neither Party shall have any claim whatsoever against the other arising from such earlier termination.

3. RENT

3.1. The rental amount due to the Company shall be determined by the Company and the amount shall be incorporated into the Membership Fee payable by a Member based on the Member's Tier (the "**Rental**").

3.2. The Rental is included in the Membership Fee and will be deducted from the Membership Fee paid by the Member.

—THE TREE HOUSE—

Signed at..... on this the day of2025

For: **THE TREE HOUSE (PTY) LTD**

Name: **GARTH MOUNTAIN**

Designation: **DIRECTOR**

And or such person duly authorised

Signed For **THE MEMBER** as per the Information Sheet.

