



Client Terms and Conditions

Effective date: 14 April 2026

These Terms and Conditions ("Agreement") govern the relationship between Afriture (Pty) Ltd ("Afriture", "we", "us", or "our") and the client ("Client", "you") in respect of all consulting, advisory, optimisation, and industrial property development services provided by Afriture. By accepting a proposal, signing a Statement of Work, or engaging Afriture to render services, the Client agrees to be bound by these Terms and Conditions.

These Terms and Conditions are governed by the laws of the Republic of South Africa, including but not limited to the Consumer Protection Act 68 of 2008 (CPA), the Electronic Communications and Transactions Act 25 of 2002 (ECTA), the Protection of Personal Information Act 4 of 2013 (POPIA), and the common law of contract.

1. Definitions

In this Agreement, unless the context indicates otherwise:

- "Agreement" means these Terms and Conditions together with any Proposal, Statement of Work, or engagement letter signed between the parties.
- "Confidential Information" means any non-public information disclosed by either party in connection with an engagement, whether in written, verbal, or electronic form.
- "Deliverables" means any reports, strategies, plans, frameworks, analyses, or other outputs produced by Afriture in the course of an engagement.
- "Engagement" means any specific project, retainer, or advisory mandate undertaken by Afriture on behalf of the Client.
- "Fees" means the amounts payable by the Client to Afriture as set out in the relevant Proposal or Statement of Work.
- "Intellectual Property" means all intellectual property rights including copyright, trademarks, trade secrets, methodologies, frameworks, and know-how.
- "Proposal" means a written document issued by Afriture to the Client describing the scope, deliverables, timeline, and fees for a proposed engagement.
- "Statement of Work" or "SOW" means a document agreed between the parties that details the specific services, responsibilities, milestones, and commercial terms for an engagement.

2. Engagement and Scope of Services

2.1 Services rendered by Afriture will be described in a Proposal or Statement of Work accepted by the Client. No services will commence until a written agreement on scope and fees has been reached.



2.2 Any changes to the agreed scope of services must be mutually agreed in writing before implementation. Afriture reserves the right to adjust timelines and fees where scope changes materially affect the engagement.

2.3 Afriture will perform services with reasonable skill, care, and diligence, drawing on its expertise in supply chain, logistics, and industrial property development across Africa.

2.4 Afriture may use sub-contractors or associates to deliver certain aspects of an engagement. Afriture remains responsible for the quality of work delivered under its name.

3. Client Responsibilities

The Client agrees to:

- Provide Afriture with accurate, complete, and timely information, data, and access reasonably required to perform the services
- Designate a suitably authorised representative to liaise with Afriture throughout the engagement
- Make decisions and approvals within agreed timeframes to avoid delays to project delivery
- Ensure that any information provided to Afriture does not infringe the rights of third parties
- Notify Afriture promptly of any material changes in the Client's business, operations, or circumstances that may affect the engagement

Afriture shall not be liable for any delay, failure, or reduction in the quality of services caused by the Client's failure to fulfil its responsibilities under this clause.

4. Fees, Invoicing, and Payment

4.1 Fees are as agreed in the applicable Proposal or SOW. All fees are quoted exclusive of VAT unless expressly stated otherwise. VAT will be charged at the applicable rate where Afriture is a registered VAT vendor.

4.2 Afriture will invoice the Client in accordance with the payment milestones or schedule set out in the Proposal or SOW. Where no schedule is specified, invoices are issued monthly in arrears.

4.3 Payment is due within 7 (seven) days of the invoice date, unless otherwise agreed in writing.

4.4 Afriture reserves the right to charge interest on overdue amounts at the rate of 2% per month (compounded monthly) on any balance outstanding beyond the payment due date.

4.5 Afriture reserves the right to suspend or withhold services if undisputed invoices remain outstanding for more than 30 (thirty) days beyond the due date, without prejudice to any other remedy available.

4.6 The Client may not withhold, set off, or deduct any amounts from fees owed to Afriture without prior written agreement.

4.7 Out-of-pocket expenses reasonably incurred in the delivery of services (such as travel, accommodation, and disbursements) will be invoiced to the Client at cost, unless a fixed expense allowance is agreed upfront.



5. Intellectual Property

5.1 All pre-existing intellectual property, methodologies, frameworks, tools, and know-how belonging to Afriture ("Afriture IP") remain the exclusive property of Afriture. Nothing in this Agreement transfers ownership of Afriture IP to the Client.

5.2 Subject to full payment of all fees, Afriture grants the Client a non-exclusive, non-transferable licence to use the Deliverables for the Client's internal business purposes.

5.3 The Client may not reproduce, distribute, sublicense, or commercialise any Deliverables or Afriture IP without prior written consent from Afriture.

5.4 The Client retains ownership of all data, information, and materials provided to Afriture for the purposes of the engagement ("Client Materials"). The Client grants Afriture a licence to use Client Materials solely for the purpose of delivering the agreed services.

6. Confidentiality

6.1 Each party agrees to keep the other party's Confidential Information strictly confidential and not to disclose it to any third party without prior written consent, except as required by law or regulation.

6.2 Confidential Information may only be shared with employees, contractors, or advisors of either party who have a genuine need to know and who are bound by equivalent confidentiality obligations.

6.3 The obligations of this clause do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party
- Was already known to the receiving party prior to disclosure
- Is independently developed by the receiving party without reference to the Confidential Information
- Is required to be disclosed by law, court order, or regulatory authority

6.4 Confidentiality obligations survive the termination of this Agreement for a period of 3 (three) years.

7. Limitation of Liability

7.1 Afriture's services are advisory in nature. Afriture provides recommendations and strategies based on information available at the time of the engagement. Implementation of recommendations remains the sole responsibility of the Client.

7.2 Afriture's aggregate liability to the Client for any claim arising out of or in connection with an engagement shall not exceed the total fees paid by the Client to Afriture for that specific engagement in the 12 (twelve) months preceding the claim.

7.3 Afriture shall not be liable for any indirect, consequential, special, or punitive loss or damage, including loss of revenue, loss of profit, loss of opportunity, or loss of data, arising from or related to the services, even if Afriture has been advised of the possibility of such loss.

7.4 Nothing in this Agreement excludes liability for fraud, gross negligence, or wilful misconduct.



7.5 The Client acknowledges that outcomes in supply chain, logistics, and industrial property are influenced by market conditions, third-party performance, and factors outside Afriture's control. Afriture does not warrant any specific financial or operational result.

8. Warranties and Representations

8.1 Afriture warrants that:

- It has the authority to enter into this Agreement and perform the services
- The services will be performed with reasonable skill, care, and diligence by suitably qualified personnel
- It will comply with all applicable South African laws and regulations in the performance of its services

8.2 The Client warrants that:

- It has the authority to enter into this Agreement
 - All information and materials provided to Afriture are accurate, lawful, and do not infringe any third-party rights
 - It will use the Deliverables only for lawful purposes
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9. Termination

9.1 Either party may terminate an engagement by giving 14 (fourteen) days' written notice to the other party, unless a different notice period is specified in the applicable SOW.

9.2 Either party may terminate this Agreement immediately by written notice if the other party:

- Commits a material breach of this Agreement that is not remedied within 14 (fourteen) days of written notice requiring remedy
- Becomes insolvent, is placed under business rescue, or is liquidated
- Engages in fraudulent or unlawful conduct in connection with the engagement

9.3 On termination for any reason, the Client shall pay Afriture for all services rendered and expenses incurred up to the effective date of termination. Where the Client terminates without cause before completion of a fixed-term engagement, a reasonable cancellation fee may apply as specified in the SOW.

9.4 Clauses relating to intellectual property, confidentiality, limitation of liability, and dispute resolution survive the termination of this Agreement.

10. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent that such delay or failure is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, natural disasters, civil unrest, load-shedding beyond reasonable planning, pandemic, or government action. The affected party shall notify the other



party as soon as reasonably practicable and shall use reasonable efforts to mitigate the impact of such events.

11. Non-Solicitation

During the term of any engagement and for a period of 12 (twelve) months after its conclusion, the Client agrees not to directly solicit, recruit, or employ any employee, contractor, or associate of Afriture who was involved in the delivery of services to the Client, without Afriture's prior written consent.

12. Data Protection and POPIA Compliance

12.1 Where Afriture processes personal information on behalf of the Client, or shares personal information with the Client, both parties agree to comply with the Protection of Personal Information Act 4 of 2013 (POPIA) and any other applicable data protection legislation.

12.2 Each party shall implement reasonable technical and organisational measures to protect personal information against loss, unauthorised access, or unlawful processing.

12.3 Afriture's full Privacy Policy, which forms part of this Agreement, is available at [insert website URL]. In the event of a conflict between this clause and the Privacy Policy, the Privacy Policy shall prevail in respect of personal information processing.

13. Dispute Resolution

13.1 The parties agree to attempt to resolve any dispute arising from this Agreement through good-faith negotiation within 20 (twenty) business days of one party notifying the other of a dispute.

13.2 If the dispute is not resolved through negotiation, the parties agree to refer the matter to mediation before a mutually agreed mediator. The costs of mediation shall be shared equally unless otherwise agreed.

13.3 If mediation fails, either party may refer the dispute to a competent South African court with jurisdiction, or to arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA), as the parties may agree.

13.4 Nothing in this clause prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

14. General Provisions

14.1 Governing law — This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa.

14.2 Entire agreement — This Agreement, together with the applicable Proposal or SOW, constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, representations, and understandings.



14.3 Amendments — No amendment to this Agreement shall be valid unless made in writing and signed by authorised representatives of both parties.

14.4 Severability — If any provision of this Agreement is found to be unlawful, invalid, or unenforceable, the remaining provisions shall continue in full force and effect.

14.5 Waiver — Failure by either party to enforce any right or remedy under this Agreement shall not constitute a waiver of that right or remedy.

14.6 Notices — All formal notices under this Agreement shall be in writing and delivered by email with read receipt or by registered post to the addresses agreed between the parties.

14.7 Relationship of parties — Nothing in this Agreement creates an employment, partnership, or joint venture relationship between Afriture and the Client. Afriture operates as an independent contractor.

14.8 Electronic signatures — The parties agree that electronic signatures are valid and binding in terms of the Electronic Communications and Transactions Act 25 of 2002 (ECTA).

15. Contact Details

For any queries relating to these Terms and Conditions, please contact:

Afriture (Pty) Ltd

Email: jean.barclay@afriture.co.za

Telephone: +27 82 784 0223

Address: 21 Lady Purple close, Midfield estate, Midstream,1692

These Terms and Conditions were last updated on 14 April 2026.