

Second Draft Cannibister Club membership terms for the website

1. By Registering you will become a member of the Cannibisters Club.

2.1 The following terms and conditions govern the use of the Website which is owned and/or operated by the Club.

2.2 The Website is an online, private portal that provides access to the members of the Club of all legal cannabis and its by-products produced and sourced by members of the Club.

2.3 By registering on the Website and/or accessing the Website and/or using the Website, 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 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 Website.

2.5 The Member must not use the Website if he/she does not agree with the terms and conditions contained herein.

2.6 The Club and the Member accordingly agree as set out herein.

3. USE OF THE WEBSITE

3.1 To register as a Member, the Member must provide the Club with relevant information and personal details filled in on the club membership form on this website. Upon approval and validation of these details, the Club will provide the Member with a unique username and password ("**Credentials**") to access service-related offerings, via the members portal and at the Club's physical location at 65 Regent Road Sea Point, Cape Town.

3.2 Members may only use the members portal section of the Website after successful registration with the Club. The Member's Credentials will be needed to use and access the members portal.

Such registration shall also entitle them to physical access to the Club's premises at 65 Regent Road, Sea Point.

3.3 Membership may also be granted on-site at the physical location of the Club on scrutiny of a completed and signed application form on-site.

3.3 The Member hereby agrees that once the correct Credentials to the Member's account have been entered, irrespective of whether the use of the Credentials is unauthorized or fraudulent, the Member will be liable for payment of such subscription, save where the subscription is cancelled by the Member in accordance with this Agreement.

3.4 The Member hereby agrees to notify the Club immediately upon becoming aware of or reasonably suspecting any unauthorized access to or use of the Member's Credentials and to take reasonable and necessary steps to mitigate any resultant loss or harm.

3.5 The Club reserves its right to terminate unconfirmed and/or inactive accounts. In addition, the Club 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 Club may in its sole discretion terminate, suspend and modify the Website, with or without notice to the Member. The Member hereby agrees that the Club will not be liable to the Member in the event that it chooses to suspend, modify or terminate the Website other than for processing any orders made by the Member prior to such time, to the extent possible.

4. RECORDAL

4.1 The Club 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 Club 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, unless terminated prior thereto:

5.1.1 by virtue of the expiry by effluxion of time, lawful termination or withdrawal; or

5.1.2 on at least 2 (two) months written notice by the Member to the Club; or

5.1.3 in accordance with the terms of this agreement.

(hereinafter referred to as the “**Duration**”).

6. SERVICES

6.1 The Club operates a cannabis and related products sharing service on behalf of the Member, with the assistance of Independent Growers, enabling the growth of the highest quality Cannabis and related products. It shall further offer CBD and THC oils, creams, edibles and the dispensing of complimentary and traditional medicines. As the Club develops it shall offer a broader range of information and diagnostic services.

6.6 The Club warrants that it shall:

6.6.1 perform the Services with the utmost care and professionalism that can be expected of such a business relationship;

6.6.2 take all reasonable precautions to guard against any loss to the Member through the failure of the Club, 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;

6.6.3 ensure that the Services shall be carried out in accordance with the industry best practices in which the Services are to be performed;

6.6.4 timeously advise the Member of any circumstances or events which may prevent or inhibit the Club in the carrying out of the Services;

6.6.5 not action any work, beyond the scope of the Services, without obtaining the prior written approval of the Member;

6.6.6 issue detailed and complete invoices and statements timeously, where applicable;

6.6.7 carry out, conscientiously all such functions and duties as are reasonable and lawful;

6.6.8 observe the standards and principles set out by the Club, from time to time, in the conduct of its business; and

6.6.9 abide by the current and future customs, rules, policies and regulations of the industry.

6.7 The Club 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 Club's complete performance of its duties.

7. MONTHLY FEES, DEDUCTIONS AND PAYMENTS

7.1 The Parties agree that the Member shall be liable to pay the Membership Fee monthly in advance, as set out on the membership form, which payment will commence on the Registration Date and thereafter on the same day of each subsequent month, or as agreed between the Club and the Member.

7.2 All payments made by the Member to the Club shall be made without set-off and/or deduction.

7.3 In due course as the Club develops members shall become entitled to allied and affiliate programmes; such extra membership entitlements shall require additional levies.

7.4 All payments made by the Member to the Club shall be exclusive 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 Club reserves the right to effect such change within its discretion.

7.5 The Member shall pay the Membership Fee into the Club's bank account, which details are set out on the membership form.

7.6 Payment shall be made by the Member to the Club by direct bank deposit, instant electronic funds transfer (EFT), or credit card. Where a credit card is used, the Club may require additional information in order to authorize and/or verify the validity of payment. If such authorization is not received, the order will be cancelled.

7.7 The Membership Fee payable by the Member to the Club shall be comprised as follows:

7.7.1 a service fee in respect of the Services to be rendered by the Club to the Member;

7.7.2 the operating costs and relevant municipal services relating to the rendering of the Services; and

7.7.3 any ancillary costs which may apply.

7.8 Any increase in the Club'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. CLUB OBLIGATIONS

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

8.1.1 vet and select Independent Growers which it considers to be competent, reliable and with sufficient expertise and facilities to ensure that the Services are properly performed;

8.1.2 arrange for regular inspections of all Independent Growers operations to ensure continued compliance by all Independent Growers with the Club's requirements and standards;

8.1.3 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; and

9. MEMBER OBLIGATIONS

9.1 The Member shall:

9.1.1 pay the Monthly Fees and any other amount which may become due and owing in terms of this Agreement, in full and on time.

9.1.2 submit to the Club such information as may reasonably be required of him/her from time to time in connection with the business of the Club and to prepare or have prepared such report/s in such form as may be required by the Club 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 shared with them 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.

11. WAIVERS

11.1 The Club does not warrant any specific level of strength, potency or concentration in respect of the Cannabis.

11.2 The Member hereby indemnifies the Club and its dispensers and practitioners and holds them harmless against any and all claims of whatsoever nature and howsoever arising in relation to the use, possession or transport of the Cannabis obtained by the

member, or any rights and obligations contained in this Agreement, specifically the provision by the Club of the Services, direct or indirectly, and whether such claim arose as a result of any negligent conduct on the part of the Club or its duly appointed Independent Growers.

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

The Member shall, at all times, remain the owner of any Cannabis being stored in its locker on its behalf. Further, possession and effective control of the Cannabis will remain with the Member for the duration of the Cannabis's lifecycle.

13. RELATIONSHIP BETWEEN THE PARTIES

13.1 The Parties record that the Club 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.

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 Club 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 Club 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 Club, its employees, agents or authorised representatives.

14.3 The Club 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.

14.4 The Member hereby indemnifies the Club, 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 Club 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.

14.5 The Member's indemnification of the Club shall cover all legal actions, suits, proceedings, claims, demands, costs and expenses whatsoever, which may be brought against the Club or incurred or become due and payable by the Club 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 Club to the Member.

14.6 Whilst the Club shall do all things reasonably necessary to protect the Member's rights to privacy, including compliance with all applicable local laws, the Club cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosure of the Member's personal information, whilst in the Club'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 Club, its employees, agents or authorised representatives.

15. LIMITATIONS AND AVAILABILITY

15.1 The Member may utilise the Services of the Club, which the Club may accept or reject depending on circumstances, including but not limited to, the growing capacity of the Club and/or its Independent Growers or any non-compliance with any term of this Agreement.

15.2 The Club may accept an order depending on the correctness and accuracy of the information provided by the Member, the growing capacity of the Club and its

Independent Growers and receipt of payment and/or payment authorisation by the Club of the relevant Membership Fee.

15.3 An agreement between the Club and the Member shall only come into effect upon the Club's acceptance of the order placed on the Information Sheet.

15.5 To the extent that a Member cancels its membership with the Club 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 Club in providing the Services which it has yet to recover.

15.6 This Agreement is concluded solely between the Club and the Member.

15.7 To the extent that that the Club is unable to provide the requisite volume of Cannabis on behalf of the Member as per the Information Sheet for any reason whatsoever, the Club may, in its discretion, supplement the shortfall of Cannabis from its own stocks.

16. SHIPPING AND DELIVERY

16.1 The Club will offer delivery of the Cannabis by courier directly to the Member's home or office, anywhere in South Africa. Delivery details including the delivery fees of the order will be supplied to the Member.

16.2 Cannabis delivery fees are not included in the Membership Fee. Delivery fees will be charged separately and in accordance with the courier Club's service fee. The courier Club will be responsible for delivery of the Cannabis to the Member's specified geographical area. The Member's geographical area will be selected by the Member on the Website.

16.3 To the extent that the Website accepts the Member's order, the Club will notify the Member of the date of the expected delivery, which expected delivery may be agreed upon as between the Club and the Member.

16.4 The Club shall notify the Member in the event that the Club is unable to deliver the Cannabis during the Delivery Period.

16.5 In the event that the Member's Cannabis cannot be delivered in any given month for any reason whatsoever, the Club shall communicate this to the Member as soon as reasonably practical. Where the order was cancelled as a result of events within the Club's control, the Club 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 Club, the Club 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.

16.6 Prior to delivery of the Cannabis, the Member will receive an email notification confirming delivery at an address nominated by the Member. Should the Member fail to respond to the email notification, the Club will assume that no change in address has been made and the Club will deliver the Cannabis to the address nominated by the Member.

16.7 The Club's obligation to deliver the Cannabis to the Member is fulfilled upon delivery of the Cannabis to the physical address nominated by the Member for delivery. The Club 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.

16.8 Should the Member provide the Club 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 Club 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 Club and the Club shall use its Best Endeavours to correct the error, based on the Member's complaint, at no charge.

17.2 The Club shall take all reasonable steps to ensure that the Cannabis is delivered by the Club without any defects and in acceptable packaging.

17.3 Should the Member receive damaged, unusable or poor quality Cannabis, the Member shall notify the Club within a reasonable period after he/she becomes aware of the defect or poor quality, but in any event within 3 (three) days after delivery of the Cannabis and the Club 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 Club's policies;

18.1.2 fail to pay for the Services provided by the Club in respect of the Member's Cannabis;

18.1.3 ensure that all information provided by the Member to the Club 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 Club'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 Club or another user registered with the Club.

18.2 The Club 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.

19.1 WEBSITE INDEMNITY AND WARRANTIES

19.1 By using the Website, 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 Website 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 Website at its own risk, and that the Website is provided to the Member on an "as is" and "as available" basis.

19.3 The Member agrees that the Website cannot guarantee continuous operation of, nor access to, services on the Website. Functionality of available Services may not occur in real time and such functionality is subject to delays beyond the Club's control.

19.4 The Member hereby indemnifies the Club 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 Website and/or any linked third party Website.

19.5 The Website itself and all information provided on the Website 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.

19.6 In addition to the limitation of liability and disclaimers contained in this Agreement, the Club also makes no warranty or representation, whether express or implied, that the information or files available on the Website 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

Club, its employees, agents or authorised representatives. The Website 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 Website.

19.7 In respect of all obligations and liabilities which arise in respect of this agreement entered into by and between the Club and the Member, the Member hereby irrevocably and unconditionally accepts and undertakes all such obligations and liabilities, and hereby indemnifies the Club 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 Website or provision of the Services by the Club through the Website, due to any actions or omissions of the Club, or any of its staff, contractors, agents, representatives or appointees, whether wilful or negligent.

19.8 The Club endeavors to provide accurate and up-to-date information on the Website. however, the Club cannot be held responsible and liable for any errors, inaccuracies damage caused as a result of the use of, or inability to use the Website.

19.9 The Website 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 Website and/or any content therein.

19.10 For the avoidance of doubt, the Member indemnifies the Club 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:

19.10.1 from the Services secured via the Website;

19.10.2 the use of or inability to use the Website;

19.10.3 pricing, promotion, displaying or shipping on the Website;

19.10.4 delays or disruptions on the Website;

19.10.5 glitches, bugs, errors or inaccuracies of any kind on the Website; and

19.10.6 viruses or other malicious software obtained through the Website.

20. PRIVACY POLICY AND PROTECTION OF PERSONAL INFORMATION

20.1 The Club shall take all reasonable measures to protect the Member's privacy as more fully set out below.

20.2 Upon registration, the Club 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 Club via reasonable notice and provide updates to the personal information as soon as reasonably possible to enable the Club to update the personal information.

20.4 The Member may choose to provide additional personal information to the Club, 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 Club 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 Club's divisions, affiliates and/or partners (to the extent that the Member has not opted out from receiving marketing material from the Club);

20.5.1.3 to inform the Member of new features, special offers and promotional competitions offered by the Club 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 Club); 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 Club's employees and/or third party service providers who assist the Club to interact with the Member through email or any other method, for the requesting of the Services;

20.5.2.2 to the Club'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 Club);

20.5.2.3 to law enforcement, government officials, fraud detection agencies or other third parties when the Club 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 Club) who help with the parts of the Club's business operations (fraud prevention, marketing, technology services, etc.).

20.6 The Club 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 Club, or to protect and defend the Club's rights or property.

20.7 The Club 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 Club 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 Club all the requested information as set out in the Information Sheet.

20.10 Given the sensitive nature of the information provided, the Club 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 Club against any and all claims that may arise as a result of a failure on the part of the Club to comply with any provision of the Protection of Personal Information Act 4 of 2013.

21. CHANGES TO THE TERMS OF USE

21.1 The Club 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 email, 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 WEBSITE AND TERMINATION

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

22.2 The Club 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 Club will not be liable to the Member in the event that it chooses to suspend, modify or terminate the Website 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 Club may have against the Member.

22.5 The Club 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 Club 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 Club, in whole or in part, on notice to the Member.

22.6 The Club 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 Website, with or without notice to the Club.

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 22.1 for a period of more than 3 (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 7 (seven) days of receipt of notice from the Club 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 Club: as per the Information Sheet

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. GENERAL TERMS AND CONDITIONS

26.1 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.

26.2 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 13.6 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.

26.3 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.

26.4 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.

26.5 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.

26.6 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.

26.7 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.

26.8 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.

26.9 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.

26.10 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.

26.11 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.

26.12 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.

26.13 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 Western Cape court of competent jurisdiction; in accordance with, and in amplification of which, the Parties hereby specifically consent to the exclusive jurisdiction of such court.

26.14 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.

Signed at..... on this the..... day
of..... 2021.

For: **CANNABISTERS CLUB**

Name:

Designation: **DIRECTOR**

Signed at..... on this the..... day
of..... 2021.

For: **THE MEMBER**

Name...