

TERMS AND CONDITIONS FOR PROVISION OF SERVICES

In consideration of TILT Culture Proprietary Limited, trading as TILT ("TILT") marketing and associated services as specifically set out in a Proposal or similar ("the **Services**") to the company or person set out at the end of these Terms and Conditions (the "**Client**"), it is hereby agreed and confirmed by the Client as follows:

1 The fees charged for the Services shall be the fees set out in a Proposal, Cost Estimate ("CE"), Draft Invoice or similar (the "**Fees**") and the Client agrees to pay TILT the Fees along with any VAT (and/ or other applicable tax) on such Fees as applicable within 30 days of the invoice date. Time shall be of the essence in respect of all payments under these Terms and Conditions. Interest shall be charged on all overdue amounts at a rate of 2% per month. Unless otherwise agreed in writing, 50% of the Fees are payable upon project approval by the Client ("**Initiation Fee**"), and the remaining amount in tranches as agreed between the parties. The Initiation Fee is not refundable notwithstanding the cancellation of any project at anytime.

2 Confirmation that TILT may proceed with the Services, or acceptance by the client of the Services, will be deemed to be an acceptance of these terms and conditions and the Fees.

3 In the event that the Services are amended or extended, a new Proposal and CE will be prepared advising of the relevant changes to the Scope of Work and costs. Written confirmation from the Client that Tilt may proceed shall be deemed to be an acceptance of the changes and costs.

4 Failure of the Client to make payment of any invoices may result in the with-holding of the Services and any deliverables.

5 All/any travel costs are excluded from the quoted amounts, as are all hard costs (venue hire, catering, etc.) relating to the Services and any other part of the process, unless otherwise stated. All costs (unless otherwise stated) exclude video or audio transcribing and/or production of any sort. Specific, specialized organizational inputs like value engineering, human resource system refinements, etc. will be billed for separately upon agreement between the parties. The Client agrees that any work done in respect of the Services but not used will be charged for (based on time spent and any external resources utilized).

6 Any methodologies and/or details of the Services / project in question proposed by TILT whether for the purpose of completing this project or not, shall be capable of revision by TILT in consultation with the Client during the course and scope of this agreement.

7 The Client and TILT will keep any confidential information received from the other party secret and will not disclose to any third party (without prior written consent of the disclosing party) any such confidential information. For the purposes of these Terms and Conditions, "confidential information" shall include all proposals, pricing and other commercial information, all methodologies, processes, know-how and other strategic information, all internal structural, business, financial and customer information, and all other information that the recipient knows or ought to know is confidential to the other party but will not include information in the public domain (other than by breach of these Terms and Conditions) or information received from a third party (without obligation of confidence).

8 The Client hereby indemnifies and holds TILT harmless from and against all losses, costs, awards, liabilities and expenses which TILT may incur or suffer in the proper course of providing the Services (or any other services outside of the scope of the Services) arising from any defamatory actions, any infringement of any intellectual property owned by any third party (including copyright) and/or any breach or non-compliance with any legal, statutory or regulatory requirements arising from TILT's use of information, materials, data or other intellectual property provided by or on behalf of the Client.

9 Unless otherwise agreed in writing, nothing in these Terms and Conditions or the provision of the Services shall operate to transfer any intellectual property to or from either party. All intellectual property used or developed by TILT in the course of the supply of the Services shall belong at all times to TILT.

10 Any content or ideas prepared by TILT for the Client, may only be utilised in conjunction with TILT. For the sake of clarity, the Client may not circumvent TILT and approach a third party with the concepts and ideas

created by TILT, with the intention of that third party utilising such content and ideas in any development, to the exclusion of TILT.

11 In the event that TILT supplies Services which are not to a material extent supplied in compliance with these Terms and Conditions, TILT shall (where possible) supply replacement services therefor as soon as reasonably practicable of being notified of any such non-compliance at no additional cost to the Client and except as set out in paragraph 9 TILT shall have no further liability in respect of any such non-compliance (whether in contract (including an indemnity) or in delict (including negligence) or otherwise). The agreement may be terminated by either party giving the other 30 days' notice in writing. Where the Client has elected to terminate the Services, TILT will advise the Client whether any portion of the Services are pending. The Client will remain liable for all Fees payable at the time of the notification of termination, and up to the termination date.

12 TILT shall provide the Services on a non-exclusive basis, and subject to the restrictions herein, shall not be prohibited from providing similar services to its other clients.

13 The Client understands and agrees that TILT will not be able to guarantee a specific set of results and there is accordingly no warranty as to fitness for purpose.

14 Save to the extent any liability cannot be excluded or limited by law (i) the maximum aggregate liability of TILT and any member of its group, its employees, agents and sub-contractors, whether in contract (including under an indemnity or warranty), delict (including negligence), misrepresentation (other than fraudulent misrepresentation), equity, breach of statutory duty, strict liability or otherwise at law, and all losses arising under these Terms and Conditions shall be limited to a sum equal to the amount of Fees paid to TILT by the Client under these Terms and Conditions (net of value added tax) in the previous three months, and (ii) TILT shall not be liable for, or in respect of, any loss of profits, business or goodwill or for any consequential loss or damage, or any type of special or indirect loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable and (iii) TILT shall not be liable for or in respect of any third party claim in respect of the Services (whether directly or indirectly).

15 Notwithstanding provision of this Agreement, TILT shall not be in breach of this agreement and shall not be liable for any loss or damage (including without limitation arising from its failure to provide any of the Services or perform any other obligation under this Agreement, to the extent that such arises from (i) any breach by the Client of its obligations under this Agreement which prevents TILT from performing any of its obligations (including delivering any of the Services), or (ii) any failure by the Client to provide complete accurate, and timely information, resources, instructions, requests, changes or support that the Client was aware were reasonably required for TILT to provide the Services.

16 Each party shall comply with the provisions of the Protection of Personal Information Act 4 of 2013 (as amended or re-enacted from time to time) to the extent it is directly applicable in the receipt or delivery of Services under these Terms and Conditions. If the Client provides any personal data, special personal data or commercially sensitive information to TILT, it will only do so in a way that complies with that Act and any other applicable legislation relating to the handling of such personal data (or special personal data as the case may be) and in an appropriately secure or encrypted format. The Client acknowledges that TILT shall not be liable for any costs, damages or liabilities that may arise from any loss, destruction, damage or alteration of such data where the Client has failed to implement appropriate technical and organisational measures to protect the data prior to its transfer to TILT.

17 Neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms and Conditions arising from any circumstances beyond the reasonable control of that party (including, without limitation, any of the following: act of god, governmental act, war, fire, flood, explosion, civil commotion, strike, lockout or other industrial action). Once the *force majeure* event has ended the Party who is affected by the event must give notice to the

other Party that such event has ended. Should the event continue for a period of more than 90 (ninety) days, the other Party will be allowed to immediately cancel these Terms.

18 The Client consents to TILT appointing subcontractors, freelancers or any other third party to complete a portion of all of the Services.

19 Should a dispute arise that cannot be resolved amongst the Parties, TILT will allow the directors / owners / authorised parties of both Parties to attempt to resolve the dispute within 14 (fourteen) days of being asked to do so.

20 If the directors / owners / authorised parties fail to resolve the dispute, both Parties agree and consent that action can be instituted in the Magistrates Court.

21 No amendments to these Terms and Conditions shall be valid unless they have previously been agreed in writing and signed by each of the parties. These Terms and Conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

22 These Terms and Conditions shall be governed by and construed in accordance with the laws of South Africa and each party hereby submits to the exclusive jurisdiction of the South African courts.

ACCEPTANCE OF THESE TERMS BY THE CLIENT SHALL BE DEEMED TO HAVE TAKEN PLACE ONCE THE CLIENT ACCEPTS THE COST ESTIMATE OR BY THE USE OF TILT'S WEBSITE OR SERVICES. EVERY INSTANCE OF THE SERVICES AND USE OF THE WEBSITE SHALL BE SUBJECT TO THE ABOVE TERMS AND CONDITIONS.