



IMPACT FARMING TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The Compost Kitchen (Pty) Ltd, Registration Number 2019/166214/07, (herein referred to as TCK) Impact Farming application and micro-site web URL: <https://www.compostkitchen.com/invest>, which includes the electronic online e-Commerce platform ("TCK Platform") to which these terms and conditions ("Impact Farming Terms") relate, are made available, managed and owned by TCK (collectively, "we", "our", "us").
- 1.2. These Impact Farming Terms apply to any person who uses our services, purchases any assets or uses, accesses, refers to, views or downloads any information made available on the TCK Platform for any purpose ("you", "your").

2. ADDITIONAL TERMINOLOGY AND INTERPRETATION

- 2.1. The following terminology applies to these Impact Farming Terms:
 - 2.1.1. "Investment Agreement" means the agreement entered into between you and us, which governs the purchase of Assets and revenue-sharing terms.
 - 2.1.2. "Assets" means the Earthworm Farms purchased by you through the TCK Platform, representing a share in the revenue generated from The Compost Kitchen's earthworm farming operations. These assets are managed by The Compost Kitchen at its designated farm sites, as detailed in the Information Manual.
 - 2.1.3. "Asset Purchase Price" means the purchase price paid by you for an Asset (by electronic funds transfer, once-off debit against or collection from your cheque or current account, credit/debit card payment, or redemption of a Voucher).
 - 2.1.4. "Information Manual" means the electronic document, containing relevant detail and information relating to these Impact Farming Terms and the Assets, Sites, Returns and so on, published on the TCK Platform.
 - 2.1.5. "Farm Operator" means TCK a private company duly incorporated in accordance with the company laws of the Republic of South Africa, responsible for managing the earthworm farming operations as part of your investment participation.
 - 2.1.6. "Farm Owner" means TCK or any subsidiary, controlled entity, or contracted farm partner responsible for the ownership and operation of the Site where earthworm farms are managed for your participation, as detailed in the Information Manual.
 - 2.1.7. "Force Majeure Event" refers to any event beyond the reasonable control of TCK, including but not limited to natural disasters (fires, floods, earthquakes, storms, pandemics), acts of war, terrorism, civil unrest, strikes, labour disputes, government regulations, power failures, supply chain disruptions,

cyberattacks, or any other event that prevents the performance of obligations under these Impact Farming Terms.

- 2.1.8. "Investor Record" means the record maintained by us, detailing your purchase of Assets and the distribution of returns.
- 2.1.9. "Investment Term" refers to the duration for which you must hold an Asset before it returns to TCK's ownership, and during which you are illegible to earn Returns, as specified in the Information Manual.
- 2.1.10. "Products" means the products produced by the Assets, as detailed in the Information Manual.
- 2.1.11. "Returns" means the revenue share payable to you based on the sale of the Products, net of all operational expenses, farming costs, and applicable taxes, as determined by us based on operational performance.
- 2.1.12. "Site" means the property on which the Works will be executed, the Assets deployed, and the Products produced, as detailed in the Information Manual.
- 2.1.13. "Third-Party Suppliers" means any independent supplier providing goods, data, or services on a non-equity, contract basis to us in connection with its farming operations.
- 2.1.14. "Voucher" means a voucher purchased from us for the purchase of a particular type of Asset, identifiable by means of and redeemable by submission of the code ("Voucher Code") on the Voucher.
- 2.1.15. "Works" means the operational and infrastructure activities performed at a Site to support the function of Assets and facilitate the production of Products, as detailed in the Information Manual.
- 2.2. The provisions of clause 1 above and any substantive provisions contained in any definition in this clause 2 (or any other clause of these Impact Farming Terms) form part of these Impact Farming Terms and effect will be given to them.
- 2.3. Any reference in these Impact Farming Terms to applicable legislation shall be interpreted to include all subsequent amendments, regulatory updates, replacements, and successor laws within the Republic of South Africa.

3. YOUR AGREEMENT TO THESE IMPACT FARMING TERMS AND ANY UPDATES OR AMENDMENTS

- 3.1. By continuing to access the TCK Platform or using our services in any way after purchasing an Asset, you confirm that you have entered into a legally binding agreement with us on the terms and conditions set out in these Impact Farming Terms.
- 3.2. These Impact Farming Terms, along with the Information Manual and any additional agreements referenced herein, form the complete and binding agreement between you and us.
- 3.3. If you do not agree with any provision of these Impact Farming Terms or any referenced agreements, you must immediately discontinue use of the TCK Platform and notify us in writing via the support email specified in the Information Manual. Your continued use of the TCK Platform or Services after any updates have been published constitutes your express acceptance of the revised terms.
- 3.4. We may update or amend these Impact Farming Terms at any time. All updates take effect upon publication on the TCK Platform, unless otherwise stated in the amendment notice. Where material changes are made, we will provide you with reasonable prior notice via email.
- 3.5. Your access to and use of the TCK Platform is subject to a limited, revocable, non-transferable license, governed by these Impact Farming Terms and related policies specified on the TCK Platform.
- 3.6. You may print a copy of these Impact Farming Terms and any updates. If you require assistance in obtaining a hard or electronic copy, please contact our support team at the email specified in the Information Manual.

4. TCK PLATFORM GENERALLY

- 4.1. The TCK Platform offers for sale certain Assets and provides the necessary infrastructure to facilitate their deployment for earthworm farming operations at designated Sites. Site selection is based on suitability assessments conducted by us, using predefined criteria related to market access, environmental factors, and operational feasibility.
- 4.2. We conduct a Site suitability assessment to evaluate environmental, logistical, and operational factors. Using best practices in vermicomposting and agricultural forecasting, we compile an Information Manual with relevant performance data to assist you in making informed decisions.
- 4.3. The Information Manual is provided to assist you in assessing the potential benefits and risks of purchasing Assets.
- 4.4. We take all reasonable care to ensure the accuracy of information contained in the Information Manual and on the TCK Platform. However, certain details rely on external data sources, historical industry performance, and forward-looking operational forecasts. Accordingly, we do not guarantee the accuracy, completeness, or reliability of any projections. All information should be regarded as indicative estimates rather than assurances of actual performance.
- 4.5. The TCK Platform and the information contained on it do not constitute financial, investment, or professional advice. We do not endorse, warrant, or guarantee the performance of any Asset, including its anticipated Returns. By purchasing an Asset, you acknowledge and accept the risks associated with agricultural production, including (without limitation) fluctuations in composting efficiency, environmental conditions, operational disruptions, and potential loss of capital investment.
- 4.6. While we strive for accuracy, we shall not be held liable for any errors, omissions, or misinterpretations of information provided on the TCK Platform or in the Information Manual. We disclaim liability for any direct, indirect, or consequential damages arising from reliance on any information provided, except where required by applicable law.

5. PURCHASING AN ASSET

- 5.1. To purchase an Asset on the TCK Platform and to receive Returns, you must complete the purchase process through the TCK Platform
- 5.2. Once you have reviewed the Information Manual and decided to purchase an Asset, you must select the number of Assets you wish to purchase at the listed price and submit an order ("Order") via the TCK Platform.
- 5.3. If you are paying for Assets by electronic funds transfer (EFT) or direct debit, the full purchase amount must be transferred to The Compost Kitchen's designated account (detailed on the TCK Platform) within 48 hours of submitting your Order. Your purchase will only be confirmed once payment is received and processed.
- 5.4. If you are purchasing an Asset using a Voucher, you must submit the Voucher Code at checkout on the TCK Platform. The Voucher will be redeemed immediately upon submission, and no refunds or reversals will be permitted.

6. VOUCHERS

- 6.1. A Voucher may be redeemed only for the purchase of Assets for which it was originally issued. Vouchers must be used within three (3) years from the date of issue, in accordance with applicable South African consumer protection laws, and will be of no force or effect on the day following the three (3) years.
- 6.2. The purchase of an Asset using a Voucher is subject to the availability of Assets at the time of redemption. If the specific Assets covered by your Voucher are unavailable, you may either:
 - (a) Apply the Voucher Value (minus any reasonable transaction fees) toward the purchase of any available Assets on the TCK Platform, or
 - (b) Request a refund of the Voucher Value (net of reasonable bank charges and administrative fees). Refund requests must be made in writing to our support team.
- 6.3. If you redeem a Voucher for the specific Assets originally purchased, you will not be required to pay any price increases that may have occurred after the Voucher's issuance.
- 6.4. If the specific Assets covered by your Voucher are unavailable at the time of redemption, you may apply the Voucher Value toward the purchase of any other available Assets on the TCK Platform. If the price of the new Assets exceeds the Voucher Value, you must pay the remaining balance via EFT or direct debit within 48 hours of selecting an alternative Asset.

7. APPOINTMENT OF TCK AS FARM OPERATOR

- 7.1. By purchasing an Asset on the TCK Platform, you acknowledge that we will manage all aspects of the investment operations, including Site selection, farm operations, and product sales, as detailed in these Impact Farming Terms.
- 7.2. Your investment becomes active upon the allocation of your Assets, and it will remain active for the duration specified in the Information Manual, unless terminated in accordance with Clause 12.
- 7.3. By purchasing an Asset, you acknowledge that we will:
 - 7.3.1. select, lease, or own farming Sites for vermiculture operations.
 - 7.3.2. oversee earthworm farm operations, ensuring productivity.
 - 7.3.3. notify you of material changes.
- 7.4. You acknowledge that ownership of an Asset does not grant the right to physically uplift, remove, or take possession of the Asset from its designated Site. All Assets remain under the exclusive operational management of TCK, and your rights are limited to revenue participation as outlined in these Impact Farming Terms.

8. INDEPENDENT INVESTOR STATUS

- 8.1. By purchasing an Asset, you acknowledge that:
 - 8.1.1. You do not hold shares, equity, or ownership interests in TCK or any of its affiliated entities. Your investment is limited to the purchase of Assets as governed by these Impact Farming Terms.
 - 8.1.2. Your investment does not establish an employment, partnership, agency, or representative relationship between you and TCK. You have no authority to act on behalf of the company.
 - 8.1.3. Your investment does not grant you voting rights, direct influence, or managerial control over TCK, its operations, or business decisions.

- 8.2. The relationship between you and TCK is strictly that of an independent investor purchasing an agricultural asset. You have no entitlement to company profits, dividends, or ownership stakes outside of the Returns specifically outlined in these Impact Farming Terms.
- 8.3. TCK does not owe you any fiduciary duty beyond the obligations set forth in these Impact Farming Terms.

9. INTELLECTUAL PROPERTY

- 9.1. All intellectual property rights, including but not limited to trademarks, trade names, logos, domain names, patents, copyright, designs, trade secrets, proprietary data, business processes, and any other intellectual property associated with TCK and the TCK Platform, remain the exclusive property of TCK.
- 9.2. By using the TCK Platform, you acknowledge that:
 - 9.2.1. You acquire no ownership rights or license over any intellectual property of TCK.
 - 9.2.2. You may not copy, reproduce, modify, distribute, display, publish, sublicense, create derivative works from, or commercially exploit any content, materials, or trademarks belonging to TCK without prior written consent.
- 9.3. Any unauthorized use, reproduction, or distribution of TCK's intellectual property shall constitute a material breach of these Impact Farming Terms and may result in legal action, including injunctive relief and claims for damages.
- 9.4. You may not use the name, logo, or branding of TCK in any marketing, promotional, or commercial material without prior written approval from the company.

10. PAYMENT OF RETURNS

- 10.1. At the end of each financial year, we will provide you with a Returns Statement summarising Asset performance and earnings.
- 10.2. Returns will be credited directly to your nominated bank account as specified in the Information Manual.
- 10.3. You must provide valid proof of banking details to be paid out returns.
- 10.4. Returns will be paid annually, unless otherwise specified in the Information Manual.

11. PRICING POLICY

- 11.1. If the price for your Assets changes before we process your Order, we will contact you for confirmation. If you do not wish to proceed, we will issue a full refund, less any reasonable administrative costs.
- 11.2. Except as provided for in clause 6.4, the provisions of this clause will not apply to the purchase of Assets using Vouchers.
- 11.3. In accordance with the Consumer Protection Act, 68 of 2008 (South Africa), you have the right to cancel your investment within 5 business days of purchase, provided that the cancellation request is submitted in writing to our support team.
 - 11.3.1. If cancellation occurs within this period, you will receive a full refund of your investment amount, less any applicable transaction fees or administrative costs.
 - 11.3.2. Refunds will be processed within 14 business days of approval and credited your bank account with proof of bank details in your name.

12. TERMINATION BY YOU

- 12.1. Impact Farming Assets were created to be a medium to long-term investment and the full value of your Asset may only be realised if you stay invested for the whole term. You should carefully consider the illiquid nature of the investment before purchasing.
- 12.2. You acknowledge that you cannot request a refund or cash-out your investment before the Investment Term. Refunds are only permitted under specific conditions outlined in Clause 11 and Clause 14 or where required by applicable law.
- 12.3. If after due consideration, you wish to terminate the agreement constituted by these Impact Farming Terms in respect of any Asset, you may do so by giving the us written notice of termination. Subject to the following provisions:
 - 12.3.1. You must independently identify a willing buyer who is interested in purchasing your Assets. We do not provide an internal resale marketplace but may, at its discretion, facilitate introductions between interested parties.
 - 12.3.2. The Asset Owner (you) and the willing buyer must mutually agree on a transfer price. We do not guarantee that you will find a buyer, nor do we set minimum or maximum price limits.
 - 12.3.3. Once a buyer is identified, you must notify us in writing of your intent to transfer the Assets. The buyer must provide all required registration details, proof of payment, and banking information before the transfer can be completed. We reserve the right to reject the transfer if the buyer fails compliance checks, including but not limited to due diligence, KYC (Know Your Customer), and anti-money laundering (AML) requirements.
 - 12.3.4. We may charge an administrative fee at its discretion for processing and recording the transfer. Any applicable fees will be communicated to the Asset Owner in advance and must be settled before the transfer is finalized.
 - 12.3.5. Once the transfer has been recorded by us, the new buyer assumes all rights and responsibilities of the investment. The previous owner waives all claims to Returns, potential future performance, or any rights related to the transferred Asset.

13. CANCELLATION BY THE FARM OWNER

- 13.1. If the Farm Operator, is required to terminate operations at a Site due to unforeseen circumstances, you will be entitled to:
 - 13.1.1. A full refund of the Asset Purchase Price or, in the case of redeemed Vouchers, the Voucher Value, subject to the deduction of reasonable banking and transaction charges actually incurred by us. Refunds will be processed within 14 business days of approval.
 - 13.1.2. The option to relocate your investment to an alternative Site that, in the reasonable opinion of us, maintains comparable production conditions and operational feasibility. If relocation is proposed, you will have 10 business days to either accept or decline the alternative Site. If you decline, a refund will be issued as per Clause 14.1.1.
- 13.2. Any claims for damages arising from Site cancellations will not be directed against us. You acknowledge that the farm operates within the agricultural sector and does not provide financial services, investment guarantees, or risk mitigation instruments.

14. FORCE MAJEURE

- 14.1. If TCK is unable to perform any of its obligations under these Impact Farming Terms due to a Force Majeure Event, such non-performance shall not be deemed a breach of contract, and the company shall be excused from liability for the duration of the event.
- 14.2. Mitigation Efforts: TCK shall:
 - 14.2.1. Take all reasonable steps to mitigate the impact of the Force Majeure Event.
 - 14.2.2. Notify investors as soon as reasonably possible regarding the nature and expected duration of the event.
 - 14.2.3. Resume normal operations as soon as the Force Majeure Event ceases.
- 14.3. If a Force Majeure Event materially impacts the production, operation, or viability Assets for more than six (6) consecutive months, TCK may, at its sole discretion:
 - 14.3.1. Propose an alternative investment arrangement to affected investors.
 - 14.3.2. Offer a partial refund of the investment amount, subject to reasonable administrative and operational costs.
- 14.4. If a Force Majeure Event prevents the continuation of TCK's operations indefinitely, the company reserves the right to terminate affected investments with notice to investors, outlining the impact and any applicable refund policies.

15. RETURNS

- 15.1. Data displayed on the TCK Platform provides general operational insights and projected performance metrics.
- 15.2. Returns are derived from the net revenue of earthworm farming operations and are not guaranteed.
- 15.3. Returns are subject to sales performance, operational costs, and market conditions, as detailed in the Information Manual.

16. TAX

- 16.1. You are solely responsible for fulfilling any tax obligations arising from your investment and Returns.
- 16.2. We do not provide tax advice, and you are encouraged to consult a professional tax advisor.

17. INSURANCE

- 17.1. We do not provide insurance coverage for Assets, nor does it insure against any potential losses or risks associated with vermiculture operations. You acknowledge that agricultural production carries inherent risks, including climate variability, market fluctuations, and operational disruptions.
- 17.2. You are responsible for assessing and managing your own risk exposure. If desired, you may independently seek appropriate insurance coverage.
- 17.3. We will, however, maintain general business insurance for TCK's own operations and assets but does not extend this coverage to investor-owned Assets.

18. TRANSFER OF RIGHTS AND OBLIGATIONS

- 18.1. We are entitled to cede, assign, delegate, or otherwise transfer any of its rights or obligations under these Impact Farming Terms to any third party without requiring your prior consent.
- 18.2. We reserve the right to appoint or substitute any third party to oversee farm operations or investment-related services without requiring your prior approval.

- 18.3. You are not entitled to cede, assign, delegate, or otherwise transfer your rights or obligations under these Impact Farming Terms to any third party without prior written consent from us.
- 18.3.1. If you wish to transfer ownership of your Assets you must do so in accordance with clause 12, which outlines the private resale process.
- 18.3.2. Any request for the transfer of investment rights must be submitted in writing, and we reserve the right to conduct due diligence, including compliance checks, before approving such transfers.

19. DISPUTES

- 19.1. Any dispute that arises between you and us will first be referred for resolution through direct discussion between the respective parties (or their duly appointed representatives). If you are an individual investor, you will represent yourself in these discussions.
- 19.2. If the dispute is not resolved within 14 (fourteen) days from the date of referral, the party who wishes to persist in the dispute may, at its option, either:
- 19.2.1. Institute legal proceedings in the relevant court, or
- 19.2.2. Refer the dispute to voluntary arbitration under the Rules of the Arbitration Foundation of Southern Africa ("AFSA"), or if AFSA is no longer operational, under the provisions of the Arbitration Act 42 of 1965.
- 19.3. If the dispute is referred to arbitration:
- 19.3.1. The arbitrator will be mutually appointed by both parties.
- 19.3.2. If no agreement is reached within 14 (fourteen) days, the arbitrator will be appointed by AFSA.
- 19.3.3. If AFSA no longer exists, the arbitrator will be nominated by the Chairperson of the Johannesburg Bar Council or its successor entity.
- 19.3.4. The arbitration will be conducted in Johannesburg, South Africa, in English, and will be completed as expeditiously as possible.
- 19.4. Nothing contained in this clause will be deemed to prevent or prohibit a party from applying to the appropriate Court for urgent interim relief, such as an injunction, without waiving any other rights under these Impact Farming Terms.

20. WARRANTIES

- 20.1. To the fullest extent permissible under applicable law and except as otherwise stated in these Impact Farming Terms, we make no warranty, express, implied, statutory, or otherwise, with respect to the Assets, the Third-Party Assets, the Products, or any of our Services, including but not limited to any assurances of investment success, financial gain, or suitability for any particular financial objective.
- 20.2. We do not warrant the data, content, features information or quotations provided through the TCK Platform, to be uninterrupted or accurate or free of errors, viruses, or other harmful components.
- 20.3. You are solely responsible for any damage to your equipment, loss of data, or other harm which may result from your use of our Services or the TCK Platform.
- 20.4. We make no warranties and provide no assurances to you regarding the performance of any Sites, Assets, Third-Party Assets, Products, or Returns. Returns are subject to market demand, environmental conditions, and operational performance, and any information published on the TCK Platform is indicative only and does not constitute a financial forecast or guarantee of earnings.

- 20.5. You release us from any liability in relation to or arising from your use of the TCK Platform or our Services, including (without limitation) any issues related to the Assets, the Third-Party Assets, or the Products. To the extent that applicable law restricts such a release of liability, our liability will be limited to the minimum amount required by law.
- 20.6. Any promotional material utilised by us should not be construed as a representation, warranty, or guarantee of any specific returns, performance standards, or Asset value. Such materials are for informational and educational purposes only and should not be interpreted as investment advice or a commitment to specific outcomes.

21. WAIVER

- 21.1. Failure of a party to insist upon strict performance of any provision of these Impact Farming Terms or associated agreements, or the failure of a party to exercise any rights or remedies to which it is entitled under these Impact Farming Terms will not constitute a waiver of any of them and will not cause a diminution of the obligations under these Impact Farming Terms or any associated agreement.
- 21.2. You acknowledge and agree that TCK does not guarantee any specific level of performance, revenue, or Returns from the Assets. You expressly waives any right to claim compensation, damages, or refunds from TCK due to underperformance of the Assets.
- 21.3. No waiver of any of the provisions of these Impact Farming Terms or any associated agreement will be effective unless it is expressly stated to be waived and signed by the parties affected by the waiver.

22. SEVERABILITY

- 22.1. If any provision of these Impact Farming Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction or any regulatory authority, such provision shall be severed from these terms, and the remainder of the agreement shall continue to be valid and enforceable.
- 22.2. The parties shall negotiate in good faith to replace any such invalid, illegal, or unenforceable provision with a legally valid provision that most closely reflects the original intent and purpose of the severed provision.
- 22.3. If severance of a provision materially alters the rights, obligations, or expectations of either party, they shall have the right to request an amendment to these Impact Farming Terms to restore the intended balance of the agreement.

23. LIMITATION OF LIABILITY AND DAMAGES

- 23.1. We will not, regardless of the circumstances or causes, be liable under these Impact Farming Terms for any consequential, special, indirect, or punitive damages, including (without limitation) lost profits, lost opportunities, or financial losses resulting from investment decisions. This limitation applies regardless of whether the claim is based in contract, delict, or any other legal basis and will apply to the maximum extent permitted by applicable law.
- 23.2. If we are found liable to you, our maximum aggregate liability, whether arising from breach of contract, negligence, or any other legal basis, will not exceed the Asset Purchase Price you paid or, in the case of a redeemed Voucher, the Voucher Value. This limitation applies regardless of the cause of action and whether the claim is for direct or indirect damages.

24. EXPORT CONTROL LAWS AND EXCHANGE CONTROL REGULATIONS

- 24.1. By using the TCK Platform, you expressly undertake to comply with all applicable exchange control regulations that may govern the purchase of Assets, the remittance of Returns, or any cross-border transactions related to your investment.
- 24.2. We are not responsible for ensuring investor compliance with exchange control laws and will not be liable for any penalties or losses incurred due to non-compliance.

25. COMPLAINTS

- 25.1. We have a comprehensive complaints resolution procedure. If you have a complaint regarding the TCK Platform, the investment process, or any related matter, you may submit your complaint in writing to ceo@compostkitchen.com.
- 25.2. Complaints should include the following details:
- Your full name and contact information.
 - A clear description of the issue and any supporting documentation.
 - The date of occurrence and any previous correspondence related to the complaint.

- 25.3. We are committed to resolving complaints in a fair and transparent manner. All complaints will be acknowledged within 5 business days and investigated promptly. A formal response will be provided within 30 business days unless further investigation is required.

26. CONFLICTS OF INTEREST

- 26.1. TCK has a Conflict-of-Interest Management Policy which can be obtained from our Compliance Department.

27. GOVERNANCE

- 27.1. We operate under South African company laws and adhere to best governance practices to ensure transparency, accountability, and operational integrity.
- 27.2. Internal governance measures include financial oversight, operational risk management, and compliance with applicable agricultural and environmental regulations.
- 27.3. The board of directors regularly reviews the skills and experience of key management and operational personnel to ensure effective oversight of vermiculture operations and investment management.

28. COMPLIANCE

- 28.1. We operate in compliance with South African laws and regulations applicable to agriculture, environmental protection, consumer rights, and taxation.
- 28.2. TCK operates as an agricultural enterprise and does not provide, manage, or promote any form of Collective Investment Scheme (CIS) as defined under the Collective Investment Schemes Control Act (CISCA), No. 45 of 2002.
- 28.3. TCK is not a financial services provider (FSP) and does not offer investment, financial, or advisory services under the Financial Advisory and Intermediary Services (FAIS) Act, No. 37 of 2002.
- 28.4. The company adheres to environmental and waste management regulations to ensure that all vermiculture operations meet sustainable farming standards and contribute to soil health and waste reduction initiatives.

- 28.5. All agreements and transactions on the TCK Platform are governed by South African consumer protection laws, including the Consumer Protection Act, 68 of 2008, to ensure fair and transparent transactions for you.
- 28.6. We comply with South African tax legislation, and you are responsible for fulfilling your own tax obligations as outlined in Clause 16 (TAX).

The Compost Kitchen (Pty) Ltd

Tel: 082 673 5955

Email: ceo@compostkitchen.com

Website: www.compostkitchen.com/invest

29. Advice

- 29.1. You acknowledge and understand that TCK cannot provide you with financial advice. Any information which may be provided by us is of a general nature and is not intended to address the circumstances of any particular individual or entity and cannot be construed as advice.
- 29.2. TCK is not acting and does not purport to act in any way as a financial advisor or in a fiduciary capacity.

30. FICA Declaration

The Financial Intelligence Centre Act, 38 of 2011 ("FICA") requires that TCK and its subsidiaries request mandatory documentation to identify their customers and to verify information contained therein, before entering into a financial transaction with a customer.

- 30.1. I understand that TCK will only finalise processing my application as soon as all relevant documentation, including all required FICA documents, are received. Detailed requirements are found on the relevant application form.
- 30.2. I acknowledge that I am obligated to disclose my PIP status to TCK. Prominent Influential Persons (PIP) refer to any individuals who are or have in the past been entrusted with prominent functions in a particular country and encompasses the immediate family members and known close business units of any given client. PIPs can be split into two distinct categories:
 - 30.2.1. Foreign Prominent Public Officials: Individuals who hold or have held prominent positions at any time during the preceding 12 months in a foreign country.
 - 30.2.2. Domestic Prominent Influential Persons: Individuals who hold or have held (including acting positions exceeding 6 months) prominent positions within the Republic of South Africa.
- 30.3. In line with FICA, TCK has adopted a risk-based approach to establish and verify the identity of individuals or entities it enters into business transactions with. I understand that this verification process may require additional documentation, and, in such event, there may be a delay in processing my transaction(s).
- 30.4. I acknowledge that it is my responsibility to provide TCK with correct and up-to-date information.
- 30.5. I confirm that the money used to transact with TCK is not the proceeds of unlawful activities and that I have not contravened any anti-money laundering and tax legislation.
- 30.6. I have complied with and will continue to comply with all relevant legislation, including but not limited to FICA and the Income Tax Act.

31. POPI Declaration

It is important to us that you understand how we obtain, process, store, and share your information. This will apply to all the products and/or services which TCK and its subsidiaries (hereinafter referred to as "TCK") provide to you, including any products and/or services provided by our affiliates and associates.

- 31.1. I acknowledge that any personal information supplied to TCK is provided voluntarily and that TCK may not be able to comply with its obligations if the correct personal information is not supplied.
- 31.2. I understand that privacy is important to TCK and that they will use reasonable efforts to ensure that any personal information in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law and or applicable Data Protection Legislation, for the purposes I have authorised.
- 31.3. I warrant that all information, including personal information, supplied to TCK is accurate and current and agree to correct and update such information when necessary.
- 31.4. By submitting any personal information to TCK in any form, I acknowledge that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such personal information by TCK with third parties or suppliers for purposes of fulfilling its obligations and other legitimate purposes.
- 31.5. Personal information may be shared with third party service providers that we engage to process information on our behalf or who render services to us. These third-party service providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information.
- 31.6. Personal information may be retained by TCK and for as long as it is necessary to fulfil its obligations as set out in this contract or policy, unless:
 - 31.6.1. retention of the record is required or authorised by law; or
 - 31.6.2. I have consented to the retention of the record.
- 31.7. I hereby authorise TCK to collect and process my personal information and conduct background screening checks including, but not limited to, fraud prevention or detection, ID verification and bank account verification.
- 31.8. I confirm that I am a competent person and that I have the authority to give consent on behalf of a person under the age of 18 (a minor or child).
- 31.9. I take note that if TCK has utilised the personal information contrary to the privacy and information protection conditions, I may first resolve any concerns with TCK. If I am not satisfied with such process, I have the right to lodge a complaint with the Information Regulator.
- 31.10. A copy of personal information held by TCK will be furnished to me upon request in terms of the provisions of the Protection of Personal information Act (POPIA) or Promotion of Access to Personal information Act (PAIA) and I understand that I may dispute any information in the record provided.
- 31.11. I unconditionally agree to indemnify TCK and its suppliers, acting in good faith in taking reasonable steps to process my personal information lawfully, against any liability that may result from the processing of my personal information. This includes unintentional disclosures of such personal information to, or access by unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate, misleading, or outdated personal information, provided to TCK by myself or by a third party on my behalf.

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Good luck with your Impact Farming investment

