

The OHMI Foundation

OHMI Coffee Co (Pty) Ltd · Registration number 2024/665206/07

How the levy is set, held, paid and reported

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1. What the Foundation is

1.1 The OHMI Foundation is our giving programme. It is funded by a fixed contribution taken from every kilogram of coffee we sell, and it exists to put meals in front of children who would otherwise go without.

1.2 The Foundation is a programme of OHMI Coffee Co (Pty) Ltd, not a separate legal person, and it is not a registered public benefit organisation. A contribution to it is not a donation by you and is not tax deductible by you. If that changes we will say so here and stop describing it in the present terms.

2. What is contributed

2.1 **R11.75 for every kilogram of coffee sold.** The amount is proportional to weight, so a 250 g bag contributes R2.94, a 100 g bag R1.18 and a drip bag R0.18. The contribution is taken from the price, not added to it, and is shown as a separate line in our product costing.

2.2 The contribution is made on every retail kilogram we sell and on every PMTB trade kilogram. It is not made on equipment or on anything else that is not coffee.

2.3 We may change the amount. Any change applies to sales from the date it is published and never retrospectively.

2.4 **Meals you add.** At checkout a customer may add meals, at R11.75 a meal. That amount is on top of the per-kilogram contribution, goes to the Foundation in full, and is recorded against the order it came with.

2.5 **The Best-Cup Pledge.** Where a customer claims under the Best-Cup Pledge, OHMI puts the pledge amount, from its own money, toward meals at the soup kitchen named in the claim, in the customer's name, and confirms the payment to the customer by email. Pledge payments are recorded separately from the per-kilogram contribution.

3. How it is held

3.1 Every contribution is recorded against the order that generated it, in a ledger that records the date, the order, the weight and the amount. Entries are added and never edited: a correction is a new entry that refers to the one it corrects.

3.2 Contributions are held by OHMI until they are paid out. They are not held in trust and are not segregated from our other funds. A member has no claim to them and cannot direct where they go.

4. Where it goes

4.1 Contributions fund meals for children in the Western Cape, through feeding programmes and soup kitchens, including soup kitchens OHMI runs and funds in the Bitou region. We publish the recipient, the period, the amount and the number of meals funded.

4.2 We pay out at least quarterly. Where a quarter's contributions are not paid in that quarter, they are carried to the next and the reason is published. Contributions are never taken back into general revenue.

4.3 We choose recipients ourselves. We will not pay a contribution to an organisation connected to a director or to an employee of OHMI without disclosing the connection when we publish the payment.

5. What we say about it, and what you may say

5.1 We count meals at R11.75 a meal, the cost of a meal we use for the kitchens we fund, and we will publish any change to that figure. Where we cannot say where a contribution went, we state the rand amount and nothing more.

5.2 A meal figure is the recipient's own costing, not ours, and is a statement about money contributed rather than a guarantee that a particular child was fed on a particular day.

5.3 **Members and Affiliates may repeat only what we publish.** You may say that a fixed amount from every kilogram funds meals for children, and you may quote a figure we have published, with the period it relates to. You may not invent a figure, estimate one, describe the Foundation as a charity or a registered non-profit, say that a purchase is tax deductible, or attach a named child, school or photograph to a contribution unless we have published it.

6. Reporting

6.1 We publish, at least once a year: the total contributed, the total paid out, the balance carried, each recipient and what each received. The report is available in the app and on request.

6.2 Our records of contributions and payments are kept for five years.

General provisions

Entire agreement. This document, together with the other OHMI documents it refers to, records the whole of the agreement between you and us on its subject. No representation, undertaking or term not recorded in these documents binds us.

Variation. We may amend this document. We will give you at least fourteen days' notice of an amendment by notice in the app or by message to the contact details you have given us. An amendment does not alter the price, calculation or entitlement of any order placed or benefit earned before it takes effect. Continued use of the service after the effective date of an amendment is acceptance of it.

Severability. If any provision of this document is found to be unenforceable, it is severed and the remainder continues in force.

No waiver. Our failure or delay to enforce any provision is not a waiver of it.

Assignment. You may not cede, assign or transfer any right or obligation under this document. We may cede or assign to a successor in business on notice to you.

Force majeure. We are not liable for any failure or delay caused by an event beyond our reasonable control, including supplier failure, courier failure, power or network outage, strike, fire, flood, epidemic or act of government.

Notices. Notices to us go to sales@ohmicoffee.co.za or to Unit 42 Wesley Road, Galloway Centre, Strand, Western Cape, 7200, our address for service. Notices to you go to the email address, phone number or in-app inbox on your account. A notice sent by email or in-app message is deemed received on the business day after it is sent.

Governing law and jurisdiction. This document is governed by the law of the Republic of South Africa. You consent to the jurisdiction of the Magistrates' Courts, without prejudice to our right to approach the High Court, and without prejudice to any right you have to approach a consumer body under the Consumer Protection Act, 68 of 2008.

Interpretation. Headings are for convenience only. "Including" means including without limitation. The singular includes the plural. A reference to a statute is to that statute as amended.

Precedence. Where this document conflicts with the Terms of Use and Sale, the Terms of Use and Sale prevail. Where this document conflicts with mandatory law, the law prevails and this document is read down to the extent necessary.