

Affiliate Restraint and Confidentiality

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

An annexure to the Membership and Affiliate Agreement

Version 1.2 · 15 October 2026 · Effective 16 October 2026, published at <https://ohmicoffee.co.za/legal>

1. Why this exists

1.1 An Affiliate is given things of value that belong to OHMI: the names and contact details of Members and customers, the record of who introduced whom, our pricing and our costings, and access to people who joined because of OHMI rather than because of them. This annexure sets out what may be done with those things. It applies while you are an Affiliate and for the period stated after you stop.

2. Confidential information

2.1 Confidential information means anything you learn through being an Affiliate that is not published by us, including: Member and customer names, numbers, contact details, addresses and orders; who introduced whom; the earnings of any other person; our costings, margins, supplier names and supplier prices; PMTB customers and their terms; and anything we mark as confidential.

2.2 You may use confidential information only to do what a Affiliate does. You may not copy it, keep it after you stop, disclose it to anybody, or use it for any other business. On stopping you delete what you hold and confirm to us that you have.

2.3 This obligation does not end when your participation does. It continues for as long as the information remains confidential.

3. Not taking people with you

3.1 **While you are a Affiliate, and for twelve months after you stop** , you may not:

- persuade or attempt to persuade any OHMI member or customer to stop buying from OHMI, to leave the club, or to reduce what they buy;
- recruit or attempt to recruit any OHMI member or Affiliate into another network marketing, direct selling or multi-level business, whether or not it sells coffee;
- approach any PMTB customer whose account you introduced, or any other PMTB customer, to supply them with coffee otherwise than through OHMI;
- use any list, export, screenshot or record of OHMI members or customers for any of the above.

3.2 Clause 3.1 restrains what you do with people you met through OHMI. It does not restrain a personal relationship that existed before, and it does not stop you doing business of any kind with somebody who was never an OHMI member or customer.

4. Other businesses

4.1 You may hold a position in another network marketing or direct selling business. You may not use OHMI's members, meetings, groups, events, materials or communications to promote it, and you may not present the two together as though OHMI endorses or is connected to it.

4.2 You may not sell, or offer to sell, coffee of any other brand through your OHMI link or shop, at an OHMI event, or to a person you met through OHMI, while you are a Affiliate.

5. Your customers are not yours to sell

5.1 The record of the Members, customers and businesses you introduced, a PMTB account and a customer relationship are OHMI's. They may not be sold, transferred, lent, shared, advertised for sale, or given to anybody, and nobody inherits one.

6. If you break this

6.1 A breach of this annexure is a material breach of the Membership and Affiliate Agreement. We may end your participation immediately, withhold payments attributable to the breach, and take any legal step available to us, including an interdict.

6.2 You accept that damages alone may not be an adequate remedy for a breach of clauses 2 or 3, and that we may apply for an interdict without having to prove damage.

6.3 Each restraint in this annexure is separate. If any is found to go further than is reasonable, it is reduced to what is reasonable and enforced as reduced, and the others are unaffected.

7. Reasonableness

7.1 You confirm that you have read these restraints, that you understand them, and that you consider them reasonable and necessary to protect OHMI's business. You confirm that they do not prevent you earning a living: you remain free to work in any industry, to sell coffee for anybody else after you stop, and to approach anybody you did not meet through OHMI.

Liability and indemnity

Statutory rights. Nothing in this document excludes, limits or restricts any right or remedy you have under the Consumer Protection Act, 68 of 2008, the Electronic Communications and Transactions Act, 25 of 2002, or any other law that cannot be excluded, or any liability of ours for death, personal injury, fraud or gross negligence.

Limitation. Subject to the preceding clause, our total liability to you arising out of or in connection with this document, whether in contract, delict or otherwise, is limited to the amount you paid us for the order or service giving rise to the claim in the twelve months preceding the claim. We are not liable for any indirect, consequential or special loss, loss of profit, loss of business, or loss of data.

Your indemnity. You indemnify us against any loss, claim, cost or damage we suffer as a direct result of your breach of this document, your unlawful act or omission, or any claim by a third party arising from information or content you supplied to us, to the extent caused by your fault.

No third-party rights. No person other than you and us has any right to enforce this document.

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.