

TERMS OF SPONSORSHIP

Nserewa is powered by WeComm Agri-Media and Consultancy Limited.

1. INTRODUCTION

- This agreement outlines the terms and conditions (the “Terms”) between you (a “Sponsor”, “you”) and WeComm Agri-Media and Consultancy Limited (the “Company”, “we”, or “us”) under which you agree to sponsor our farms to cultivate farm plots through our website www.nserewa.com.gh (the “Platform”).

2. SPONSORSHIP TERMS

- The Sponsor will receive periodic updates on the status of the farm by email on the platform and via our social media pages. The updates are also available on your profile on the Platform. You are expected to review all notifications, updates and reports from Nserewa as they represent a record of information pertaining to your sponsorship contribution during a farming cycle.
- You are entitled to be part of scheduled visit(s) to your sponsored farm provided the necessary farm visit payment(s) and further arrangement for the visit(s) have been fulfilled on your part as prescribed by the Company.
- At the beginning of a farming cycle, you will be expected to pay costs including and not limited to the lease of land for farming, seeds, fertilizers, mechanization costs, and the cost of supervision and administration of the project. All costs are included in your sponsorship contribution.
- You agree that by sponsoring a farm, your contribution is committed into the sponsorship of your farm for the entire duration of the farming cycle and neither Nserewa nor WeComm Agri-Media and Consultancy Limited will be in the position to reimburse your contribution until the successful completion of the farming cycle.
- Any proceeds from a successful farming cycle of a Sponsor’s farm are remitted through the bank account details provided on the contract form due when the produce is harvested and sold (i.e. upon completion of the farming cycle).
- At the end of a successful farming cycle, you can decide whether to withdraw your funds from the electronic wallet on the Platform or transfer to a bank account you provide us with.
- At the end of a farming cycle, any profits(net) made during harvest will be shared between the Sponsor, and fund-farming project based on a pre-determined model unique to that farming cycle. The sponsors profit share is indicated in the return on sponsorship advertised with

each cycle. This return on sponsorship considers the lowest possible yields and the highest possible yields, projected selling price and other economic factors. Part of the net profit shall be allocated as the project's corporate social responsibility to the community where the farming took place. This is done at the end of the stated tenure period for that farm cycle.

- You acknowledge that you do not own any of the farms cultivated and are only entitled to the proceeds of any farming cycle you participate in.
- All sponsored funds under these Terms are refundable within twenty-four hours of payment, after which period, the agreement takes off.

3. DISTRIBUTION OF PROCEEDS

The Company shall distribute proceeds among the Sponsor, the Company per the agreed-on terms by the project board. Also, a certain percentage shall be agreed on and used to support the communities we farm in as the Project's CSR.

The proceeds shall be calculated after subtracting all expenses including tax liability incurred while carrying out the services including but not limited to land rental, mechanisation, inputs cost, et cetera from the amount of money generated after sale of the Goods to the off-taker.

4. NSEREWA – PARTNERS

The partners to the project are:

- Ghana Agricultural Insurance Pool (GAIP): Insurance provider.
- Newage Agric Solutions Limited: Technical Partner & Agro Input Supplier
- ChiGaba: Outgrower management company
- Off-takers

5. SPONSOR REPRESENTATIONS AND WARRANTIES

Representations and warranties are statements and promises made by you to the Company, which we rely on as being accurate in our dealings with you. You make the following representations and warranties to us at the time of agreeing to these Terms and every time you use the Platform or Services;

- You are over the age of 18 years;
- You are of sound mind and have the capacity to enter into these Terms and be a sponsor to a farm;

- All personal information that you provide about yourself is accurate and true to the best of your knowledge.
- You hold a bank account in your own name and will use this account to transfer money to our account when you sponsor a farm and to receive refunds of contributions made and proceeds shared.
- You will only sponsor with your own money unless you are authorised to do so on behalf of a third party (“Third Party”) and the said third party agrees to that authorisation in writing with a signed copy of a government issued identification card.
- You are not using any illegal funds or attempting to launder by sponsoring a farm
- If you are registering or accepting these Terms on behalf of a legal entity such as a company, trust or partnership, you are legally authorised to do so and we may request evidence of such legal entitlement (by way of a copy of any document which shows the valid and subsisting authorisation); and
- You are not breaching any laws or regulations that are applicable to you or any company, trust or partnership upon whose instructions you are acting.

6. LEGAL AND REGULATORY INFORMATION

- WeComm Agri-Media and Consultancy Limited is a limited liability company registered in Ghana (registration number CS194902020) located No. 666/14 Nii Noi Kwame Street, Dzorwulu, Accra, P. O. Box MP 2924, Mamprobi.
- WeComm Agri-Media and Consultancy Limited is an agri-media and agriculture development company providing innovative opportunities for individuals (sole/corporate) to sponsor a farm of their choice and to share in the rewards of same.
- It is important that you read these terms carefully. We strongly recommend that you seek independent advice when considering whether to sponsor a farm with your money through the Platform.
- We do not provide any advice, nor do we make any recommendations to you. The Company solely allows you to sponsor a farm as advertised on the Platform. It is your responsibility to assess whether the Platform is suitable or appropriate for your needs and any decision made to use our Services is done so entirely at your own risk.
- Please be aware that execution of these Terms does not imply that we have confirmed the use of the Platform and our services are suitable or

appropriate for you. By using the Platform, you confirm that you have the necessary experience and knowledge to understand the risks involved.

- You confirm your agreement to these Terms either by registering as a sponsor on our website or by signing to these Terms.
- By continuing on our website, you agree to the following Terms together with the Terms of Use, consent to our privacy policy, agree to transact business with us and receive communications relating to the sponsorship electronically.

7. ACCESS AND USE

- The Platform and Website is, at all times, subject to our Website Terms of Use.
- Secure access to the Platform is provided by way of your username and password. These sign-in credentials are unique to you and are the primary method of securely identifying you when delivering our services to you. It is therefore extremely important that you keep your username and password secure at all times.
- If you suspect that your secure access to the Platform has been compromised in anyway, it is your responsibility to contact us.
- You confirm that you will only use our Platform for the purposes set out in these Terms.
- You confirm that you will not attempt to gain unauthorized access to the secure areas of the Website or Platform and furthermore you will not attempt to use code or software to manipulate or automate functions available on the Website.
- You understand that we may store your IP address information and may monitor your use of the Website in accordance with our cookie policy.
- Access to the Platform may be restricted at the discretion of the Company, particularly during periods of maintenance and updating.
- We have the right not to act on your instructions including where we deem that your instruction was not sufficiently clear, or we could not verify your identity to our satisfaction, or the instruction was not made by you, or we believe that the instruction may be related to an illegal activity.

8. ANTI-MONEY LAUNDERING

Where we discover that the Platform is being used to launder money or for any suspicious transactions, we have an obligation to report your activities to the relevant authorities without recourse to you.

9. FOREIGN EXCHANGE RISK

- Where a Sponsor contributes in a currency other than in Ghana Cedis, foreign exchange gain or loss and fluctuations in currency rates may have an impact on the proceeds made on such contributions by the Sponsor.
- All proceeds on contribution shall be paid in Ghana cedis. The Sponsor therefore enters into any transactions in currencies other than the cedi at their sole risk and shall bear all responsibilities for any gains or loss as a result.
- The Sponsor understands and is able to assume the risk of loss associated and agrees to be liable for any resulting deficit this might have on contributions made or profits earned.

10. TERM AND TERMINATION

- Except as otherwise terminated in accordance with the provisions below, these Terms shall commence on the date you register to sponsor a farm with the Company and shall remain valid and binding for as long as you have outstanding sponsored farming cycles.
- These Terms may be superseded by any amended Terms.
- These Terms may be terminated by you provided that you have no outstanding sponsored farming cycle. Notice of termination must be provided in writing to info@nserewa.com.gh

11. PRIVACY

- You confirm that you have read and understood the Company's Privacy Policy which provides information on how we use and store the personal information that you provide to us and you further acknowledge that the Company may amend and update this policy from time to time.

12. INDEMNITY

Subject to the Terms of Insurance you agree that the Company has insured all farms with Ghana Agricultural Insurance Pool (GAIP) under their Crop Insurance Policy or any other available agriculture insurance scheme. The insurance is meant to

reimburse the sponsor for the principal payment made should there be any losses resulting from the insured physical loss or damage to growing crops.

You agree to indemnify and hold harmless the Company and Platform against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal and other reasonable professional costs and expenses) suffered or incurred as a result of:

1. Your fraudulent or illegal use of the Platform, the Services or the Website;
2. Your negligence or any default by you of any of these Terms to sponsor a farm, or any inaccurate or incomplete information that you have knowingly provided to us;
3. You allowing any other person to access your account either with your permission or as a result of your failure to keep your username and password private;
4. Any service that you have offered, whether with or without our permission, to another third party using our Platform, Services or Website;
5. Any claim made against you for actual or alleged infringement of the Company's Intellectual Property Rights or any actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Services or your use of the Platform

13. DISPUTE RESOLUTION

This Agreement shall be governed by the Laws of the Republic of Ghana.

14. APPLICABLE LAW

This Agreement shall be interpreted and governed by the laws in force in the Republic of Ghana. The Parties submit to Arbitration and waive any objections based upon venue.

15. CONTACT US

If you have any question regarding this Agreement, or comments about the Website or its contents should be directed to info@nserewa.com.gh