



MEMORANDUM OF AGREEMENT

CWIB CLUB – Membership & Operational Framework (Pty) Ltd

This Memorandum of Agreement Statement ("Agreement") records the understanding between **Confident Women in Business (Pty) Ltd**, trading as **Confident Women in Business / CWIB**, and its Club Members.

1. COMPANY DETAILS

Registered Company Name: Confident Women in Business (Pty) Ltd

Trading Name: Confident Women in Business / CWIB

Company Registration Number: 2022 / 353038 / O7

Company Type: Private Company – Proprietary Limited (Pty) Ltd

Country of Incorporation: Republic of South Africa

Director(s):

Name: Cerita Nagy

Title: Director

Confident Women in Business (Pty) Ltd operates CWIB CLUB, a voluntary, faith-based, membership-driven, women in business community. CWIB was founded in 2018 by the Founder / Director, who continues to lead and inspire community.

2. CLUB MEMBERSHIP

2.1 CWIB CLUB membership is voluntary and granted at the discretion of Confident Women in Business (Pty) Ltd to women who align with the vision, values, and Christian ethos and foundation of the platform.

2.2 Membership provides access to selected programs, community platforms, events, Club activities, resources, and benefits as determined by the CWIB.

2.3 Membership is granted for a defined period, depending on the member contribution, is non-transferable, and does not constitute employment, partnership, shareholding, or agency.

2.4 Membership Types and Notice Periods:

CWIB offers both Monthly Memberships and Yearly Memberships, each subject to the following terms:

Monthly Membership:

Monthly memberships operate on a calendar-month basis. Should a member wish to cancel or terminate her monthly membership, one (1) full calendar month's written notice is required. Notice must be submitted in writing through the official CWIB communication channels to the Founder / Director or designated representative. Membership fees remain payable for the notice period, and access to CWIB platforms, activities, and benefits will continue until the end of the notice month. Failure to provide the required notice may result in the Member being liable for the following month's membership fee.

Yearly Membership:

Yearly memberships are valid for a twelve (12) month period. Members on a yearly membership will receive a renewal reminder at least two (2) months prior to the expiry of their membership term. Should a member wish not to renew a yearly membership, two (2) calendar months' written notice is required prior to the renewal date. Failure to provide the required notice may result in the renewal fee becoming payable in accordance with the agreed membership terms.

2.5 Sponsored Memberships:

From the inception of the CWIB CLUB in 2022, CWIB has intentionally supported its community by subsidising certain long-term Members who, for specific and valid reasons, are temporarily unable to pay their membership fees. This includes Members who are founding members and those who have faithfully served the CWIB community in various ways over the years. Such sponsored or subsidised memberships may be granted at the discretion of Confident Women in Business (Pty) Ltd for a period of up to six (6) months. Sponsored memberships do not differ in value or community standing but may be subject to specific terms, conditions, duration limits, or eligibility criteria as determined by CWIB.

2.6 CWIB Team Support:

CWIB has a team who assist the Founder / Director with guidance, input, vision, growth, and accountability. This team supports CWIB and its Members in various ways, including mentorship, advice, encouragement, and oversight to ensure Members thrive in faith, life, and business.

Team Members:

Cerita Nagy - Founder / Director

Celést Badenhorst – Marketing

Iluska Greeff – Design & Creative

Karabo Ramookho – Vision

Nicola Tapson – Communication

Santie Korf – Support

Susan Marais - Support

3. MEMBERSHIP FEES & USE OF FUNDS

3.1 Members agree to pay the applicable membership fees as communicated at registration or renewal. Fees are payable in advance and are non-refundable unless otherwise stated in writing.

3.2 Membership fees are used for the business and operational purposes of Confident Women in Business (Pty) Ltd. Operational costs include all expenses necessary to run the company and deliver its programs and services, such as:

- Administration and office expenses
- Digital platforms, systems, and communication tools
- Event planning, programs, speakers, facilitators, and logistics
- Program content, resources, and materials development
- Marketing, branding, and professional services
- **Travel costs** incurred by the Founder, Director, for club-related activities, events, meetings, or engagements
- Reasonable remuneration for the Founder / Director for management, leadership, and operational oversight
- Other expenses reasonably required for the growth and operation of CWIB CLUB

3.3 Membership fees do not constitute an investment, donation, loan, or shareholding in the Company.

4. NO OWNERSHIP OR PROFIT SHARING

Membership does not grant Members any ownership, voting rights, profit-sharing rights, or financial interest in Confident Women in Business (Pty) Ltd.

5. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Confident Women in Business (Pty) Ltd shall not be liable for any loss, damage, injury, or claim arising from participation in CWIB CLUB activities, events, or platforms.

6. PROTECTION OF PERSONAL INFORMATION (POPIA)

Members acknowledge that Confident Women in Business (Pty) Ltd, processes personal information in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA).

Members consent to the lawful collection, use, storage, and processing of personal information for purposes relating to membership administration, events, communication, marketing (where consent is given), and lawful business and operational activities of CWIB CLUB.

Personal information will be handled responsibly and will not be shared with third parties except where required for operational purposes or by law.

7. COMMUNICATION, ACCOUNTABILITY & DISPUTE RESOLUTION

7.1 Channels of Communication:

All official communication, concerns, queries, complaints, or requests for clarification by Members must be directed through the official CWIB CLUB communication channels as communicated from time to time. Until further notice, all concerns or complaints must be submitted in writing to the Founder / Director of Confident Women in Business (Pty) Ltd.

7.2 Accountability & Code of Conduct:

CWIB CLUB operates under a Code of Conduct that promotes respect, integrity, accountability, and Christian values. Members are expected to raise concerns in a respectful and constructive manner and to follow the established communication processes.

7.3 Handling of Disputes:

Any dispute, complaint, or grievance arising from membership, participation, or conduct within CWIB CLUB will be addressed internally in a fair, confidential, and appropriate manner. CWIB CLUB reserves the right to investigate matters, request additional information, and determine suitable resolutions, which may include mediation, corrective action, or disciplinary measures.

7.4 Escalation:

CWIB CLUB may introduce additional or alternative communication channels or dispute-resolution processes in the future. Members will be informed accordingly. Failure to follow the prescribed communication channels may result in delays or the matter not being addressed.

8. GOVERNING LAW

This Agreement is governed by the laws of the Republic of South Africa.

9. ACCEPTANCE

By registering for CWIB CLUB membership, the Member confirms that she understands and agrees with the terms as contained in this Memorandum of Agreement.