



## **OFFTAKE AND CONSIGNMENT AGREEMENT**

The Marijuana Club (Pty) Ltd ("The Club" or "Distributor")

A Private Cannabis Collective Registration

No: 2025 / 585456 / 07 Address:

48 Helderberg Road, Richwood, Cape Town,  
7441

**The Marijuana Club (Pty) Ltd**

**This Agreement is made on: \_\_\_\_\_**

### **PARTIES**

**The Marijuana Club (Pty) Ltd ("The Club" or "Distributor") A**

**Private Cannabis Collective Registration No: 2025 / 585456 / 07**

**Address: 48 Helderberg Road, Richwood, Cape Town, 7441**

**Representative: Kade Ross, Director**

**AND**

**Member" or "Contributor**

**Membership ID: \_\_\_\_\_**

**Contact Details: \_\_\_\_\_**

## 1. PURPOSE OF AGREEMENT

This Agreement governs the consignment of cannabis products by the Member to The Marijuana Club for private member-to-member sharing under a closed-loop, non-commercial, donation-based model. The Club facilitates the responsible distribution of products to other verified Club members, ensuring all activities remain compliant with constitutional privacy rights and the legal allowances for private, personal cannabis use in South Africa. This Agreement does not constitute a sale or commercial transaction of cannabis.

**2. DEFINITIONS** Consignment: Temporary placement of cannabis products with the Club for private distribution to other members. Contributor: The supplying Member who voluntarily shares cannabis products with the Club. Donation: A voluntary contribution made by receiving members to support the Club. Reimbursement: A recovery of the Member's cultivation costs, drawn only from donations received. Closed-loop System: A private, internal network limited to verified members, not accessible to the general public. Club Policies: Internal protocols and guidelines the Member agrees to follow while engaging with the Club.

Product	Batch/Strain	Quantity	Grade	Date Delivered

## 3. CONSIGNMENT OF PRODUCTS

**3.1 Product Contribution** The Member agrees to contribute the following cannabis products to the Club on a consignment basis:

Additional details can be listed in Schedule A.

**3.2 Ownership & Risk** The products remain the property of the Member until shared with verified Club members or otherwise processed according to Club policies. The Club holds the products in trust for the benefit of the Member and the broader Club community. The Club is not liable for losses due to theft, fire, or other unforeseen events unless gross negligence can be proven.

**3.3 Storage & Handling** The Club commits to: - Storing products securely and safely - Preserving product quality through proper environmental controls - Preventing unauthorized access or distribution

#### **4. DISTRIBUTION & MEMBER CONTRIBUTIONS**

**4.1 Private Distribution Model** The Club will distribute consigned products only to registered, verified adult members of the Club. Distribution is for personal, private use only. No public sales, no retail activity, and no commercial trade will occur.

**4.2 Voluntary Member Donations** Receiving members will be invited to make voluntary donations to support the Club's nonprofit operations and shared sustainability. Donations are not payments for cannabis but contributions toward collective resource pooling.

**4.3 Contributor Reimbursement** From the donations collected for this batch, the Club agrees to reimburse the Member for their time, resources, and cultivation-related expenses. Agreed target reimbursement amount: R [Insert Amount] Reimbursement is conditional on the level of voluntary donations received. No guarantee is made regarding full or partial reimbursement. The reimbursement will occur once distribution is complete or at mutually agreed intervals. This is not a sale, but a recognition of contribution and a cost recovery mechanism.

**4.4 Records and Transparency** The Club agrees to maintain accurate records of distributions and donations related to the Member's consigned products and will provide a summary report upon request.

#### **5. UNSHARED PRODUCTS**

If the Club is unable to distribute all products: - The Member may collect remaining products at their own cost; or - Authorize the Club to retain the product for another cycle; or - Donate the remainder to the Club for educational, outreach, or community purposes.

#### **6. WARRANTIES & COMPLIANCE**

**6.1 Member Warranties** The Member affirms that: - The cannabis was cultivated for private, personal use in accordance with South African law and legal precedent. - The products are free from mold, harmful chemicals, or contaminants. - Contribution is voluntary, and the Member understands the Club's closed, nonprofit, donation-based model. - The Member agrees to abide by the Club's current policies and procedures.

## 6.2 Club Warranties

The Club affirms that: - Products will be distributed only within the verified Club membership. - All actions are conducted within the private domain, consistent with constitutional rights to privacy (Section 14) and the Constitutional Court ruling in Prince v Minister of Justice (2018). - No commercial activity is facilitated through this Agreement or by the Club.

**6.3 Lab Testing (If Applicable)** If the Member provides any lab results or product certificates, the Club may share this information with other members upon request, while maintaining confidentiality.

## 7. LIABILITY & INDEMNITY

Both parties indemnify each other against claims, penalties, or liability arising from product misuse outside of the Club framework. Both parties confirm they are not asserting or claiming rights under any commercial cannabis scheme through this Agreement.

## 8. TERM & TERMINATION

This Agreement is valid for 12 months from the date signed unless earlier terminated in writing. Either party may terminate with 30 days' written notice. If South African law changes materially, both parties agree to renegotiate terms in good faith to remain compliant.

## 9. CONFIDENTIALITY

All parties agree to protect the privacy of: - The terms of this Agreement - The identities of Member Contributors - Specific quantities or qualities of cannabis involved

## 10. GOVERNING LAW

This Agreement is governed by the laws of South Africa. Disputes will be resolved via private mediation before any formal legal action is considered, reflecting the cooperative nature of the Club.

## 11. SIGNATURES

For The Marijuana Club (Pty) Ltd

Name: Kade Ross

Title: Director \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness (Club): Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For the Member Contributor Name: \_\_\_\_\_

ID/Entity No: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness (Member): Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



#### Schedule A: Product Details

Product	Batch/Strain	Quantity	Grade	Date Delivered

**DISCLAIMER** This Agreement forms part of a private, nonprofit cannabis club model intended to comply with the current legal framework in South Africa. No portion of this document may be interpreted as enabling the sale or commercial purchase of cannabis. All actions occur within a closed, private, verified-member environment, respecting Section 14 of Constitution and applicable case law, including Prince v Minister of Justice (2018).

