



## NKOWANKOWA ECONOMIC RENEWAL INITIATIVE

NPC: 2026/531180/08 | Tax: 9003946341

# BUSINESS FORUM MEMBERSHIP AGREEMENT

Ref: NERI/BF/MEM/001/2026 | Date: 07 July 2026

This Agreement is entered into on the [\_\_\_\_] day of [\_\_\_\_\_] 2026

### BETWEEN:

- NKOWANKOWA ECONOMIC RENEWAL INITIATIVE (NERI)** (NPC Registration: 2026/531180/08), represented by its duly authorised representative (hereinafter "NERI");
- [FULL BUSINESS NAME]** (Registration Number: [\_\_\_\_]), a company duly incorporated under the laws of the Republic of South Africa, represented by its duly authorised representative (hereinafter "the Member").

### WHEREAS:

- NERI is a registered Non-Profit Company mandated to promote youth economic empowerment and community development in Greater Tzaneen Municipality.
- The Member is a registered business committed to corporate social investment, B-BBEE compliance, skills development, and community upliftment.
- Both parties wish to collaborate through the NERI Business Forum to achieve shared development objectives.

### IT IS AGREED AS FOLLOWS:

#### 1. INTERPRETATION

1.1 In this Agreement, unless the context indicates otherwise: 'Business Forum' or 'the Forum' means the NERI Business Forum; 'Charter' means the NERI Business Forum Charter as amended from time to time; 'Youth Infrastructure Fund' means the designated fund established under the Forum; 'Section 18A Certificate' means a tax-deductible receipt in terms of Section 18A of the Income Tax Act 58 of 1962.

#### 2. MEMBERSHIP

2.1 The Member applies for membership of the Forum at the tier selected in Schedule A. 2.2 NERI accepts the Member's application subject to payment of the membership fee. 2.3 Membership commences on the date of acceptance and continues for 12 months, renewable automatically unless either party gives 30 days' written notice of non-renewal.

#### 3. MEMBERSHIP FEE

3.1 The Member shall pay the annual membership fee set out in Schedule A within 30 days of the date of this Agreement. 3.2 Fees are non-refundable except at NERI's sole discretion. 3.3 NERI shall issue a Section 18A tax certificate for monetary contributions within 60 days of receipt.

#### 4. OBLIGATIONS OF THE MEMBER

4.1 The Member shall: (a) comply with the Charter and all policies of the Forum; (b) pay fees timeously; (c) participate in at least one Forum activity per year; (d) not hold itself out as having authority to bind NERI or other members; (e) use NERI's name, logo, and brand only with prior written consent.

#### 5. OBLIGATIONS OF NERI

5.1 NERI shall: (a) manage the Forum in good faith and in accordance with the Charter; (b) provide quarterly progress reports to members; (c) issue Section 18A certificates timeously; (d) acknowledge the Member's contribution on its website and at the Annual Summit; (e) ensure that all Youth Infrastructure Fund expenditures are properly recorded and reported.

## 6. LIMITATION OF LIABILITY

6.1 NERI shall not be liable to the Member for any direct, indirect, or consequential loss arising from or in connection with this Agreement or the Member's participation in Forum activities, except to the extent caused by NERI's gross negligence or fraud. 6.2 The Member indemnifies NERI against all claims arising from the Member's participation in Forum activities.

## 7. CONFIDENTIALITY

7.1 Both parties undertake to keep confidential all information designated as confidential or reasonably understood to be confidential. 7.2 This clause survives termination of this Agreement for a period of three years.

## 8. INTELLECTUAL PROPERTY

8.1 Nothing in this Agreement grants the Member any right, title, or interest in NERI's name, logo, trademarks, or brand. 8.2 The Member shall not use NERI's name or brand in any marketing or publicity without NERI's prior written consent, which shall not be unreasonably withheld.

## 9. TERMINATION

9.1 Either party may terminate this Agreement by giving 30 days' written notice. 9.2 NERI may terminate immediately if the Member fails to pay fees within 60 days of due date or acts in a manner bringing NERI into disrepute. 9.3 Upon termination, membership fees are not refundable. Clauses 6, 7, 8, 10, and 11 survive termination.

## 10. DISPUTE RESOLUTION

10.1 Disputes shall be resolved in accordance with the dispute resolution mechanism set out in the Charter. 10.2 This Agreement shall be governed by the laws of the Republic of South Africa.

## 11. GENERAL

11.1 This Agreement and the Charter constitute the entire agreement between the parties. 11.2 No amendment shall be effective unless in writing and signed by both parties. 11.3 This Agreement does not create a partnership, joint venture, agency, or employment relationship. 11.4 If any provision is found invalid, the remaining provisions continue in full force.

## SCHEDULE A: MEMBERSHIP DETAILS

Business Name: \_\_\_\_\_

Membership Tier:  Platinum R100k  Gold R50k  Silver R15k  Bronze R5k  Associate Free

Annual Contribution Amount: R \_\_\_\_\_

B-BBEE Level:  Level 1  Level 2  Level 3  Level 4  Level 5-8  Non-Compliant

CSI Commitment (if any): \_\_\_\_\_

SIGNED AT NKOWANKOWA ON THIS [\_\_\_\_\_] DAY OF [\_\_\_\_\_] 2026

For: NERI

For: [Business Name]

\_\_\_\_\_  
Amen Kwetsimani Clive Phambane  
Chairperson & Public Officer

\_\_\_\_\_  
[Representative Name]  
[Title]



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

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