

Terms & Conditions of Engagement - E & OE.

- **Scope & Deliverable Boundaries:** Services (AI Gap Analysis, Governance Policy, Strategic Roadmap) are strictly limited to the quoted hours and scope. Advice, custom frameworks, and templates constitute non-binding strategic recommendations; final business execution, operational decisions, and statutory compliance remain the sole responsibility of the Client.
- **Upfront Payment Terms:** All quoted services and line items must be paid in full upfront prior to the commencement of any work, scheduled site visits, or discovery sessions. Westech reserves the right to withhold deliverable progress, system architecture deployment, and final presentation scheduling until funds reflect in full in Westech's designated bank account.
- **ISO Alignment:** Operational workflows adhere to Westech's ISO 9001 and ISO 27001 standards; however, this engagement does not confer third-party ISO certification or statutory immunity upon the Client.
- **POPIA & Data Processing:** The Client warrants that all personal information shared complies with the Protection of Personal Information Act (POPIA). Westech confirms that no proprietary Client data will be ingested into or used to train public or non-private third-party AI models.
- **AI Model Disclaimers:** AI recommendations are based on probabilistic models and third-party tools. Westech gives no warranty as to the absolute accuracy, uninterrupted functionality, or operational predictability of third-party AI tools once deployed.
- **Ownership of Intellectual Property, Software & Systems:** All pre-existing intellectual property, custom software, source code, applications, scripts, system architectures, processes, and methodology developed or deployed by Westech during this engagement remain the sole and exclusive intellectual property of Westech. Subject to full payment, the Client is granted a non-exclusive, non-transferable license to use the final delivered reports and policy documents solely for internal business operations. The Client shall not reverse-engineer, replicate, or commercialize Westech's underlying software, tools, or systems.
- **Limitation of Liability:** To the maximum extent permitted by South African law, Westech, its directors, and employees accept zero liability for indirect, consequential, or operational damages (including data loss or system downtime) arising from the Client's deployment of recommended strategies or systems. Aggregate liability for any proven direct claim shall be strictly capped at the total fees paid under this quotation. *(Nothing in this clause excludes liability for fraud, wilful misconduct, or gross negligence where such exclusion is strictly prohibited by law).*
- **Client Indemnification:** The Client indemnifies and holds harmless Westech and its personnel against third-party claims or regulatory fines resulting from the Client's improper execution, alteration, or misuse of the provided AI policies, roadmaps, software, or systems.
- **Disbursements & Logistics:** On-site travel disbursements (eg: 21km–60km range) are billed per scheduled visit as outlined in the quote. Any out-of-scope requests or additional consulting hours requested by the Client will be quoted and billed separately under the same upfront payment terms.
- **Software Development & Licensing Model:** If Westech is engaged to build, build out, or integrate any custom software, automated processes, systems, or AI solutions beyond this advisory scope, such work will be scoped and quoted separately. All developed software and systems are provided strictly under a Software-as-a-Service (SaaS) or recurring license model billed on a monthly basis,



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inclusive of required hosting, maintenance, and system upkeep. Westech software, AI systems, and custom processes are never sold as a once-off product, and access remains subject to active, paid subscription licensing.