

# TERMS AND CONDITIONS

## Global Standard

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*Effective Date: 23 March 2026*

*Last Updated: 23 March 2026*

## 1. About These Terms

These Terms and Conditions set out the basis on which PanEmerge Consulting (Pty) Ltd provides its website and consulting services. They apply to anyone who uses our website or engages us for advisory work.

If any part of these terms is unclear, please ask. We are happy to walk you through them.

“**We**”, “**us**”, and “**our**” refer to PanEmerge Consulting (Pty) Ltd, a company registered in the Republic of South Africa.

“**You**” and “**your**” refer to any person or organisation using our website or engaging our services.

“**Engagement Agreement**” means the signed proposal, statement of work, or service agreement that governs a specific consulting engagement between us and you.

“**Deliverables**” means the reports, frameworks, assessments, strategies, and other outputs we produce for you as part of an engagement.

## 2. What We Do

PanEmerge Consulting is a strategic partnership advisory firm. We help growth-stage technology companies build, fix, and scale partnership programmes and we help international companies enter South African and African markets.

Our services include, but are not limited to:

- **Fractional Chief Partnerships Officer** — embedded partnership leadership on a part-time, contracted basis, typically over a defined engagement period
- **Partnership Programme Design** — building new partnership programmes or restructuring existing ones that are not delivering
- **Market Entry Advisory** — practical guidance for companies entering South African and African markets through partnerships and local ecosystem mapping
- **PRISM Market Intelligence** — structured market and partnership intelligence reports delivered through our proprietary five-lens methodology

- **Partnership Health Assessments** — diagnostic reviews of existing partnership programmes to identify what is working, what is not, and what to do about it

The specific scope, deliverables, and timelines for any engagement are always set out in a separate Engagement Agreement.

## **3. How Our Engagements Work**

### **3.1 Discovery and Proposal**

Every engagement starts with a discovery conversation. This helps us understand your situation and determine whether we can add value. If there is a fit, we provide a written Engagement Agreement setting out the scope, approach, timelines, fees, and deliverables.

No work begins until both parties have signed the Engagement Agreement.

### **3.2 Validation-First Approach**

For longer engagements, we typically structure the first phase (usually the first month) as a feasibility and validation period. This lets both sides confirm the direction before committing to full execution.

If the validation phase reveals that the proposed approach is not viable, we will tell you directly and recommend a revised path or wind down the engagement rather than push ahead with something that is not going to work.

### **3.3 How We Deliver**

PanEmerge is a principal-led firm. You work directly with us, not with layers of junior consultants. Where specialised expertise is needed, we bring in project-based associates under our supervision and quality standards.

We will always let you know if associates are involved in your engagement and what their role is.

### **3.4 What We Need from You**

Good advisory work depends on honest, two-way collaboration. For us to do our job well, we need you to:

- Provide timely access to the people, data, and systems relevant to the engagement
- Be open about your challenges, constraints, and internal dynamics the more we understand, the better we can help
- Respond to requests for input and feedback within reasonable timeframes
- Designate a point of contact with decision-making authority for the engagement

If delays on your side effect our ability to deliver on time, we will flag this early. Timelines may need to be adjusted accordingly, and this does not reduce the fees owed for work already completed.

## **4. Fees and Payment**

### **4.1 How Fees Are Set**

Fees are set out in each Engagement Agreement. We may work on a fixed-fee, retainer, or project basis depending on the engagement. Pricing is never included inside deliverables it lives in the Engagement Agreement.

### **4.2 Payment Terms**

Unless the Engagement Agreement states otherwise:

- Invoices are payable within 14 days of issue
- All fees are quoted exclusive of VAT unless stated otherwise
- Late payments attract interest at 2% per month on the outstanding amount

### **4.3 Expenses**

Any pre-approved travel, third-party tools, or out-of-pocket expenses incurred in delivering the engagement will be invoiced at cost, with supporting documentation.

### **4.4 Overdue Payments**

If payments are more than 14 days overdue, we reserve the right to pause work until the account is brought up to date. We will always notify you before pausing, and we will resume promptly once payment is received.

## **5. Deliverables and Reports**

### **5.1 Format and Delivery**

Deliverables are provided in the format specified in the Engagement Agreement. Reports produced under our PRISM methodology are delivered as watermarked PDF documents with a non-distribution clause.

### **5.2 Use of Deliverables**

Deliverables are prepared for your internal use only, unless we agree otherwise in writing. You may not redistribute, resell, publish, or share our deliverables with third parties without our prior written consent.

This includes sharing with affiliates, investors, partners, or advisors beyond your immediate team, unless the Engagement Agreement specifically allows for it.

## **5.3 Accuracy and Limitations**

We prepare deliverables using the best information available to us at the time, including your inputs, publicly available data, and our own research and analysis. Our reports reflect conditions and information as at the date of delivery.

Markets change, partnerships evolve, and regulations shift. We do not guarantee that findings or recommendations will remain accurate indefinitely, and our deliverables should not be treated as a substitute for your own ongoing due diligence.

# **6. Intellectual Property**

## **6.1 Our Methodologies and Frameworks**

Our proprietary methodologies, frameworks, tools, and processes including but not limited to the PRISM Market Intelligence Methodology, the Partnership ROI Calculator, and any diagnostic or assessment tools remain the intellectual property of PanEmerge Consulting at all times.

An engagement does not transfer ownership of these to you. You receive the output (the deliverable), not the underlying methodology.

## **6.2 Client-Specific Deliverables**

The specific content produced for you during an engagement your strategy, your partnership roadmap, your market entry plan is yours to use internally once fees are paid in full.

However, we retain the right to use the general knowledge, skills, experience, and know-how gained during the engagement in our ongoing work, provided we do not disclose your confidential information.

## **6.3 Website Content**

All content on our website including text, graphics, logos, case descriptions, frameworks, and downloadable resources belongs to PanEmerge Consulting unless stated otherwise. You may not copy, modify, or use it for commercial purposes without written permission.

## **6.4 Your Materials**

Any materials, data, or information you provide to us during an engagement remain your property. We use them solely for the purpose of delivering the engagement and will return or delete them at the end of the engagement if you ask.

# **7. Confidentiality**

## **7.1 Mutual Obligation**

Both parties agree to keep confidential any non-public information shared during an engagement. This includes business strategies, financial data, client lists, partnership details, internal processes, and any materials marked as confidential.

## **7.2 What Confidentiality Covers**

Our confidentiality obligation includes:

- Information shared in discovery calls and during the engagement
- Draft and final deliverables
- Internal data, contacts, and strategies you share with us
- The terms and fees of the engagement itself

## **7.3 How Long It Lasts**

This obligation continues for three years after the engagement ends, or longer if required by a separate NDA. It does not apply to information that becomes publicly available through no fault of the receiving party, or that either party already knew before the engagement.

## **7.4 Case Studies and References**

We will not use your name, logo, or engagement details in marketing, case studies, or references without your written permission. If you are willing to be referenced, we will agree the wording with you first.

# **8. Non-Solicitation**

During an engagement and for 12 months after it ends, neither party will directly solicit or recruit the other party's employees or contractors who were involved in the engagement, without prior written consent.

This does not prevent either party from hiring someone who responds to a general job posting or approaches the other party independently.

# **9. Limitation of Liability**

## **9.1 Our Commitment**

We take our work seriously and stand behind the quality of our advice. We approach every engagement with the same care and rigour we would apply to our own business decisions.

## **9.2 What We Are Liable For**

If we fall short of the standard set out in the Engagement Agreement, we will work with you to put it right. This may include revising deliverables, extending timelines, or adjusting scope whatever makes sense in the circumstances.

## **9.3 Limits on Our Liability**

To the fullest extent permitted by law:

- Our total liability for any claim arising from an engagement is limited to the fees you actually paid for that specific engagement

- We are not liable for indirect, consequential, or special damages including lost revenue, lost partnerships, or missed business opportunities
- We are not liable for outcomes that depend on factors beyond our control, such as your internal execution, third-party decisions, market conditions, or regulatory changes
- We are not liable for decisions you make based on general information published on our website

## **9.4 Advisory, Not Execution**

Our role is to advise, diagnose, design, and recommend. Unless the Engagement Agreement specifically says otherwise, we do not make decisions on your behalf or manage your partnerships. The final call on how to act on our recommendations is yours.

## **9.5 Nothing Excluded That Cannot Be**

Nothing in these terms limits liability that cannot be excluded by law.

# **10. Ending an Engagement**

## **10.1 Termination by Either Party**

Either party may end an engagement by giving 30 days' written notice, unless the Engagement Agreement specifies a different notice period.

## **10.2 Immediate Termination**

Either party may terminate immediately if:

- The other party commits a material breach and does not remedy it within 14 days of written notice
- The other party becomes insolvent, enters business rescue, or ceases to operate

## **10.3 What Happens on Termination**

If an engagement is terminated:

- Fees are payable for all work completed up to the termination date
- We will provide you with any deliverables completed or in progress, subject to payment of outstanding fees
- Both parties' obligations under the Confidentiality and Intellectual Property sections survive termination
- We will return or delete your confidential materials within 30 days of termination, unless we are required by law to retain them

## **11. Using Our Website**

### **11.1 General**

We do our best to keep the website available and accurate, but we cannot guarantee uninterrupted access. We may update, change, or remove content at any time.

### **11.2 Acceptable Use**

When using our website, you agree not to:

- Use the site for anything unlawful or harmful
- Copy or redistribute our content without permission
- Interfere with the site's security or functionality
- Misrepresent your identity or affiliation

### **11.3 Downloadable Resources**

We may offer free resources such as guides, tools, or assessments through our website. These are provided for your personal or internal business use. You may not redistribute, resell, or publish them without written consent.

### **11.4 Third-Party Links**

Our website may link to third-party sites. We include these for convenience and do not take responsibility for their content or practices.

## **12. Force Majeure**

Neither party is liable for delays or failure to perform caused by events outside their reasonable control such as natural disasters, pandemics, power outages, internet disruptions, government actions, or civil unrest.

If a force majeure event lasts longer than 60 days, either party may terminate the engagement by written notice, with payment due for work completed to that point.

## **13. Nature of the Relationship**

PanEmerge operates as an independent advisor. Nothing in these terms creates an employment, partnership, joint venture, or agency relationship between us and you.

When we provide fractional Chief Partnerships Officer services, we are acting as an external advisor embedded in your team — not as your employee. We are not authorised to enter into contracts or make binding commitments on your behalf unless explicitly agreed in writing.

## **14. Conflicts of Interest**

We will not knowingly take on an engagement where we have a direct conflict of interest with your business. If a potential conflict arises during an engagement, we will disclose it to you promptly and discuss how to handle it.

Given the nature of our work across the partnership ecosystem, we may work with multiple companies in overlapping sectors. We manage this by maintaining strict confidentiality between engagements and never sharing one client's information with another.

## **15. Associates and Subcontractors**

We may engage project-based associates or subcontractors to support delivery. When we do:

- We will let you know
- They work under our direction and quality standards
- They are bound by confidentiality obligations equivalent to ours
- We remain responsible for the quality and timeliness of the work

## **16. Changes to These Terms**

We may update these terms from time to time. When we do, we update the "Last Updated" date at the top. Your continued use of our website after changes are posted means you accept the updated terms.

For material changes, we will make reasonable efforts to let you know. Changes to these terms do not affect engagements already governed by a signed Engagement Agreement.

## **17. Engagement Agreement Prevails**

Where there is a conflict between these terms and a signed Engagement Agreement, the Engagement Agreement takes priority. These terms provide the baseline; the Engagement Agreement covers the specifics of your project.

## **18. Severability**

If any part of these terms is found to be unenforceable, the rest remains in full effect.

## **19. Governing Law and Disputes**

These terms are governed by the laws of the Republic of South Africa.

If a dispute arises, we prefer to resolve it through open conversation first. If that does not work, either party may pursue resolution through mediation, arbitration, or the courts of South Africa.

## **20. Contact Us**

If you have questions about these terms:

**PanEmerge Consulting (Pty) Ltd**

Email: [hello@panemergeconsulting.com](mailto:hello@panemergeconsulting.com)

Website: [www.panemergeconsulting.com](http://www.panemergeconsulting.com)