

DMC Discovery Phase Agreement

Experience Intelligence pilot | Revised edition 1 October 2026

This agreement commissions one paid Discovery and Scope Lock cycle. Its purpose is to establish the right intervention for DMC and produce the twelve decision outputs in Schedule A. Implementation, software licensing and future phases require separate written agreements.

1 Parties and effective date

Client: DESTINATION MANAGEMENT CURATORS, registration number 2020/554484/07, trading as The DMC SA, of The Links Office Park, Pinehurst Building, Unit 201, 2 De Beers Avenue, Somerset West, 7330, South Africa (DMC). Pieter De Haas signs solely as DMC's authorised representative, rather than as a personal contracting party.

Provider: Waldo van der Merwe, contracting in his personal capacity as an independent professional services provider (Waldo). Address: [complete privately before signature]. Notice email: [complete before signature]. DMC notice email: [complete before signature].

Effective date: the date of the last signature below. The parties must verify DMC's registered particulars and signatory authority, complete the missing particulars, and complete the agreed legal and tax review before signing.

2 Commercial terms and commencement

The fixed Discovery fee is R15,000 excluding VAT, if legally chargeable. Signature triggers the invoice. Discovery commences only after the applicable mutual NDA and this agreement are signed and the full invoiced amount has cleared, no later than two business days before the first workshop. Any compulsory tax withheld and remitted under clause 10 counts towards settlement when supported by the required certificate or remittance evidence.

If DMC proceeds with a subsequently agreed pilot option, the R15,000 base Discovery fee is included within that option's current base professional services total: Option A R95,000, Option B R125,000 or Option C R150,000. It is not added again. These totals are pre Discovery planning values, subject to written Scope Lock and the later implementation contract. VAT and approved external costs are dealt with separately. No later phase fee becomes due merely because this agreement is signed.

3 Timing and bounded cycle

Discovery is outcome based and is not capped at a fixed number of workshops. Completion is targeted within ten business days after the first substantive workshop, subject to timely DMC participation, information, access and decisions. The parties will agree workshop dates, participants and access at kickoff. DMC delays pause or reasonably extend affected dates.

Material changes in complexity or scope require a written replan of deliverables, timing and any additional price before expanded work begins. Neither party is required to provide unlimited unpaid additional work or standby, or to proceed with implementation after Discovery.

4 Discovery work and boundaries

Waldo will facilitate stakeholder interviews or workshops, map the enquiry to proposal process, review representative authorised materials, capture requirements, assess the initial corpus and data quality, test AI and retrieval feasibility at a planning level, review major systems and integration assumptions, and prepare the outputs in Schedule A.

Discovery tests the business and technical fit of the proposed pilot. It may recommend proceeding, narrowing, revising, restructuring or stopping. It also considers adjacent process improvements, employee AI enablement and further software opportunities. A finding or demo feature does not automatically become an implementation commitment.

Discovery does not include a production software build, a live database migration, deployment of a functioning AI agent, live HubSpot integration, automated communications or booking actions, full staff training, ongoing support, a penetration test or a legal compliance audit. Any feasibility sample or prototype is exploratory and uses synthetic or authorised de identified data wherever practical.

5 Responsibilities and working arrangements

DMC will nominate an executive sponsor and internal champion; arrange the relevant subject matter participants; provide sufficiently accurate workflow and system information; supply representative enquiries, proposals, templates and sources it may lawfully disclose; identify access restrictions; and review outputs and make decisions promptly.

Waldo will facilitate and analyse professionally, identify uncertainties and evidence gaps, distinguish agreed requirements from advisory and backlog opportunities, maintain a record of decisions and blockers, and remain accountable for the Discovery outputs. Waldo controls his professional method, sequence, tools and working arrangements, subject to agreed deliverables, coordination and security requirements. The parties must operate in practice consistently with this arrangement; the contract label alone does not determine tax or employment status.

Sven Koch supports Discovery as an independent Business and Functional Consultant and Client Liaison. Schedule B sets out his and Waldo's responsibilities, subject to approved access and confidentiality. Waldo remains accountable to DMC and controls scope, pricing and contractual commitments. No direct Sven fee claim against DMC arises, and separate subcontractor terms are unchanged.

6 Confidentiality and personal information

The applicable signed mutual NDA between DMC, Waldo and SASWEAR (Pty) Ltd t/a UpliftAI is incorporated by reference. The more protective confidentiality obligation applies unless the parties expressly agree otherwise in writing. Access is limited to the engagement purpose and people who need it.

DMC determines and confirms the lawful basis for disclosure of information under its control. Waldo processes personal information only to the extent necessary for Discovery and on documented DMC instructions, with reasonable access controls and security safeguards. The parties will sign an appropriate POPIA operator or data processing arrangement before any processing requiring it begins. Confidential DMC content must not be uploaded to unapproved external AI services.

Use synthetic or de identified examples where practical. Waldo must promptly notify DMC of suspected compromises and cooperate with required responses. On completion or termination, return or securely delete DMC materials, retaining only lawfully required or permitted records.

7 Intellectual property and use of outputs

DMC retains its data, branding, client and supplier information, proprietary content and confidential business know how. Waldo retains his own pre existing methods, templates and know how. Neither party may use the other's confidential information for unrelated product development.

SASWEAR (Pty) Ltd t/a UpliftAI retains its independently owned Experience Intelligence product and reusable software, source code, frameworks, libraries, generic prompts, orchestration patterns, utilities and background technology. It is not the seller of these personal Discovery services and is not made a party to this agreement. Its rights and any later licensing obligations require its own authorisation or agreement.

Before signature, Waldo must obtain the company's written authority for any UpliftAI brand use and necessary rights to any company assets used or licensed in the outputs. DMC confidential information, data, branding and configuration must remain DMC scoped; they do not become generic reusable product content.

Upon payment, DMC receives a non exclusive right to use the delivered Discovery outputs internally for evaluation, planning and the proposed engagement. This right does not assign background technology or source code, grant a production software licence, or permit resale of reusable assets. Any broader use or licensing is separately agreed.

8 Expenses and external services

No material third party subscription, travel or external service cost may be incurred for DMC without its prior written approval. Ordinary equipment, connectivity and general subscriptions remain each supplier's responsibility unless a specific project cost is expressly approved. No approved expense increases the fixed fee without written agreement.

9 Delivery acceptance and Scope Lock

Waldo will deliver a dated Discovery and Scope Lock pack electronically, with readable documents and editable working schedules where appropriate. The pack must contain each Schedule A output or clearly identify an evidence or access limitation, its impact and the decision needed. A justified recommendation to stop is a valid outcome; a positive recommendation is not an acceptance requirement.

DMC has five business days after delivery to confirm acceptance or give a written list of material deficiencies against Schedule A. Waldo will correct substantiated in scope deficiencies without an additional fee within an agreed reasonable period and resubmit the affected outputs. New requirements are handled by written change agreement. Silence is not deemed acceptance.

The Scope Lock review records adopted, deferred and rejected recommendations; the core pilot boundary; open risks and dependencies; and a proceed, revise, extend or stop decision. Any new feature admitted to the pilot must record its scope, cost, timing and acceptance impact. Extra software is backlog by default. The current planning sequence is PG 1 through PG 5; there is no separate PG 6 delivery commitment.

10 Tax invoices and statutory withholding

The supplier, invoice, receivable, payment destination and accounting records must reflect Waldo's genuine personal supply of these services. Personal supplier identity, income tax particulars, bank details and VAT status must be verified before invoicing. A company VAT number may not be used for a personal supply. VAT is added only where Waldo is legally required or entitled to charge it, using his own valid VAT registration and compliant invoice particulars.

Waldo remains responsible for his applicable income tax declarations, provisional tax estimates and payments, and substantiated deductible trade expenses. DMC must make any withholding required by law, provide the prescribed certificate or evidence, and remit it correctly. The parties cannot contract out of statutory PAYE or other obligations. No tax exemption, PSP avoidance or amount of tax saving is guaranteed by this agreement.

Before signature and invoice, Waldo will obtain practitioner review of supplier identity, actual independent contractor working arrangements, any labour broking implications of subcontracting, VAT, PAYE and provisional tax obligations, together with the separation of company IP and any authorised company charges. Income already earned by or legally due to the company must not be relabelled as personal income.

11 Termination and liability

Either party may terminate for material breach not remedied within five business days after written notice, a serious confidentiality or security breach, insolvency or unlawful conduct. DMC may stop Discovery for convenience by written notice. Waldo must account for properly performed work and approved non cancellable costs, deliver paid for completed outputs in their current state, and agree in writing the reconciliation and refund of any unused advance. The advance is not automatically fully refundable after performance starts.

Subject to liability that cannot lawfully be limited, Waldo's aggregate liability for ordinary breach is capped at the R15,000 Discovery fee actually paid. Neither party is liable for indirect or consequential loss, lost profit, opportunity or reputation arising from ordinary breach. These limitations do not protect fraud or wilful misconduct. Treatment of confidentiality and personal information claims is governed by the final signed NDA and data terms; final legal review must resolve any inconsistency before signature.

12 General terms and signatures

South African law applies. The parties will first attempt to resolve a dispute in good faith; either may approach a competent South African court, including for urgent relief. This agreement, Schedules A and B and the incorporated signed NDA form the Discovery agreement. Changes require written agreement by authorised representatives. No later proposal, demo or implementation discussion expands it automatically. Electronic signatures and counterparts may be used where legally valid.

For DESTINATION MANAGEMENT CURATORS t/a The DMC SA

Name: Pieter De Haas Capacity: Director or authorised signatory

Signature: _____ Date: _____

Waldo van der Merwe in his personal capacity

Signature: _____ Date: _____

Schedule A Discovery deliverables

All twelve outputs below form the fixed fee Discovery pack. Outputs may be combined in one coherent pack. They are decision documents rather than production implementation deliverables. Each must identify assumptions, unresolved questions and the source or stakeholder evidence supporting material conclusions.

A1 Current and proposed workflows

A current state view of the representative enquiry to proposal workflow, showing participants, inputs, systems, hand offs, decisions and bottlenecks. A proposed target workflow must show recommended intervention points and retained human approval or verification steps. DMC validates factual workflow findings at the review.

A2 Users and use cases

A defined set of pilot user groups and priority use cases, with the initiating event, desired outcome, actor, main steps and important exceptions. Identify what is in scope, excluded and deferred, rather than treating every stakeholder request as an approved feature.

A3 Requirements baseline and draft PRD

A draft product requirements baseline covering agreed business and functional needs, important non functional requirements, access roles, approval controls, boundaries and draft acceptance criteria. Separate must have needs, candidate features and backlog, with open decisions recorded for Scope Lock.

A4 Data corpus and source definition

An initial inventory of representative sources and content types, ownership and permitted use, likely ingestion routes, metadata and quality gaps, update responsibility, personal information concerns and access boundaries. Define a candidate pilot corpus and prerequisites; do not imply that all records have been cleaned or ingested.

A5 Architecture and data flow

An initial solution and data flow view identifying proposed components, retrieval or AI boundaries, storage, authentication and where people verify or approve results. Record security and privacy assumptions, alternatives and feasibility uncertainties. This is planning architecture, not an implementation warranty.

A6 Systems vendors and integrations

A high level assessment of major systems and potential integrations, including HubSpot where relevant. Record available access, dependencies, API or licence assumptions, third party costs requiring validation and the human or manual fallback where integration is not justified or available.

Schedule A Decision and scope outputs

A7 Risk issue and dependency register

A consolidated register of material risks, current issues, unknowns and client or supplier dependencies, with impact, proposed mitigation, responsible person or role, and the decision or evidence required. Include access, data quality, privacy, feasibility, adoption and external system constraints.

A8 Success measures and measurement plan

A proposed baseline and pilot measurement method for the outcomes DMC selects, such as enquiry processing time, source traceability, proposal preparation effort and review quality. Specify metric definitions, evidence sources, responsible roles and proposed targets for confirmation; do not guarantee a saving before the baseline is measured.

A9 Bottleneck and intervention recommendations

A prioritised map connecting each evidenced bottleneck with a proposed process improvement, practical employee AI enablement or possible software intervention. Explain expected value, effort, dependency and adoption implications. Where useful, include candidate reusable prompts, templates or skills at a planning level; a full training programme is separately scoped.

Assess potential DMC AI Agent capabilities explicitly: automatic categorisation of authorised uploaded content into a database or taxonomy, human confirmation of uncertain classifications, and creation or assignment of contextual tasks to the appropriate DMC role when the agent cannot complete work or resolve an issue. Define escalation triggers, context, missing information, ownership and review boundaries. These are requirements and feasibility findings, not promises of deployed automation.

A10 Implementation scope and responsibilities

A draft implementation boundary identifying included functions, exclusions, future opportunities, DMC dependencies, human approvals, provider responsibilities and third party responsibilities. Map requirements to the selected or candidate A, B or C option and current PG 2 to PG 5 sequence where appropriate. Automatic sending, autonomous code writing, booking automation and learning loops need explicit bounded approval or remain backlog.

A11 Revised delivery and commercial assumptions

An updated indicative timeline and phase plan, with revised effort, external cost or commercial assumptions where Discovery evidence materially changes the pre Discovery model. Explain the change and its cause. Keep the paid R15,000 Discovery amount included in any agreed selected pilot total; changes to later fees or allocations require written approval.

A12 Recommendation and decision record

A reasoned proceed, revise, narrow, restructure or stop recommendation, supported by the preceding findings, plus a Scope Lock decision record identifying decisions, deferred matters and next gates. If evidence remains insufficient, state the minimum further work and obtain written agreement before extending Discovery.

Acceptance reference: clause 9. Recommendations outside the approved pilot do not create obligations until separately agreed in writing. No implementation phase begins solely because the Discovery pack is accepted.

Schedule B Sven and Waldo Discovery responsibilities

Sven owns the business and stakeholder contribution below. Waldo owns the technical discovery record, the professional method, governance and the final integrated Discovery and Scope Lock pack. The following responsibilities clarify how Schedule A is produced; they do not add implementation or future phase work.

Sven Koch agreed business deliverables

B1 Facilitate and support Discovery workshops focused on DMC's current enquiry to proposal workflow and stakeholder experience.

B2 Produce and support a current state process and information map, including material pain points, hand offs and repeatable knowledge tasks.

B3 Identify business bottlenecks, employee AI use gaps and candidate reusable prompts, templates or skills that improve efficiency without duplicating the custom system.

B4 Support business and stakeholder requirements capture and prioritisation of DMC information and content sources.

B5 Confirm practical pilot users, stakeholder responsibilities, DMC champion assumptions and adoption and training considerations.

B6 Support measurable success criteria, scope boundaries, exclusions, dependencies and unresolved decisions.

B7 Contribute the business and functional sections of the written Discovery and Scope Lock output and participate in the client readout.

Waldo van der Merwe accountable delivery

Waldo confirms commencement gates; prepares the workshop agenda and Discovery method; owns software and non functional requirements, architecture, systems and integration assessment, AI and retrieval feasibility, source feasibility, security and POPIA considerations, technical measures, dependencies and material cost drivers; and authors and integrates the final pack. He maintains authoritative decisions, risks, assumptions and change control, approves briefing material and records DMC's next funding and scope decision.

DMC confirms its participants, champion, lawful sources and access permissions, validates factual findings and decides whether to proceed. Sven contributes to the readout but cannot independently bind scope, price, discounts, licensing or IP commitments. Changes to assigned work must be agreed and recorded before transfer where practical. Separate subcontractor acceptance and payment terms do not change DMC's clause 9 review rights.

Schedule B Responsibility comparison

The evidence and findings from these tasks feed the relevant Schedule A outputs. DMC retains its factual review and Scope Lock decision responsibilities.

Work and output	Sven business contribution	Waldo accountable contribution
Agenda and method	Contributes business questions and stakeholder context.	Leads objectives, questions, participant roles, sequence and expected outputs.
Stakeholder coordination	Leads relationships, scheduling and participant coordination.	Defines required technical, operational and decision roles; records access and attendance dependencies.
Discovery workshops	Joint lead for business facilitation and stakeholder experience.	Joint lead for solution framing, technical probing, feasibility, boundaries and decision records.
Workflow and information map A1	Captures business steps, exceptions, pain points and hand offs.	Validates systems, data flow, integrations, manual controls, automation and ownership.
Bottlenecks and knowledge tasks A9	Identifies process gaps, repeatable knowledge work and efficiency opportunities.	Classifies interventions as process, training, AI configuration, integration, custom software or backlog.
Requirements users and adoption A2 A3 A9	Captures business needs, AI use gaps, pilot roles, champion assumptions and candidate prompts, templates or skills.	Converts findings to functional and non functional requirements and access assumptions; separates enablement from software scope.
Content and source priority A4	Identifies and prioritises high value authorised DMC material and source owners.	Assesses ingestion, permissions, quality, structure, retention, security and the minimum pilot corpus.

Schedule B Technical and decision responsibilities

The evidence and findings from these tasks feed the relevant Schedule A outputs. DMC retains its factual review and Scope Lock decision responsibilities.

Work and output	Sven business contribution	Waldo accountable contribution
HubSpot and current systems A6	Supplies business use cases, current practices and constraints.	Leads capability and gap review, objects, properties, workflows, permissions, APIs and configuration versus custom build.
AI retrieval and architecture A5	Contributes relevant business scenarios and expected usefulness.	Leads retrieval feasibility, grounding, tools, human review, evaluation, architecture and usage cost assumptions.
Security and POPIA A4 A5 A7	Captures business constraints and source approval requirements.	Leads data classification, least privilege, processor boundaries, retention and technical privacy risks.
Success measures A8	Jointly defines business value, adoption and operational success with DMC.	Defines technical quality, retrieval accuracy, workflow evidence and proposed acceptance measures.
Scope boundaries and dependencies A7 A10 A11	Validates business boundaries, exclusions, dependencies and unresolved decisions.	Owens final proposed in and out scope, backlog, assumptions, constraints, cost and timing impact and change control.
Written Scope Lock pack A1 to A12	Contributes the business and functional findings and agreed supporting evidence.	Authors, consolidates and issues the complete final pack, including requirements, risks and implementation definition.
Client readout and decision A12	Presents business findings and maintains relationship continuity.	Presents technical and commercial recommendations and records the authoritative DMC decision and next funding gate.

Role basis: executed Phase 1 Discovery Facilitation and Advisory Schedule v3.3, signed in September 2026. This client agreement records delivery responsibilities only; it does not reproduce or amend the separate supplier commercial arrangements. Future phases require separate written approval.