

# LEARNER MANAGEMENT SYSTEM AGREEMENT

between

**WINETECH**

and

.....

**(the “Training Service Provider”)**

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## 1 PARTIES

1.1 The Parties to this Agreement are –

1.1.1 Winetech; and

1.1.2 The Training Service Provider.

1.2 The Parties agree as set out below.

## 2 INTERPRETATION

2.1 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –

2.1.1 "**Agreement**" means this confidentiality and non-disclosure agreement;

2.1.2 "**Associated Companies**" means, as the case may be, –

2.1.2.1 all subsidiaries;

2.1.2.2 the holding company; and

2.1.2.3 all other subsidiaries of the holding company,

of the Disclosing Party, and includes a company, not being a subsidiary, in which the Disclosing Party directly or indirectly has a significant shareholding interest;

2.1.3 "**Confidential Information**" means all and any information or data in whatever form (including in oral, written, electronic and visual form) relating to the Disclosing Party or any of its Associated Companies which by its nature or content is identifiable as, or could reasonably be expected to be, confidential and/or proprietary to the Disclosing Party or any of its Associated Companies, and which is disclosed in the context of the negotiations pertaining to and the implementation of the Transaction, and specifically includes all the data uploaded onto the LMS by any party or entity;

2.1.4 "**Disclosing Party**" means, on the one side, Winetech or any of its Associated Companies and, on the other side, the Training Service Provider or any of its Associated Companies, who will disclose Confidential Information to each other in terms of this Agreement;

- 2.1.5 **"Exclusions"** means the circumstances in which the undertakings given by the Recipient in this Agreement are not applicable, as described in clauses 7.3.1 to 7.3.7;
- 2.1.6 **"LMS"** means the Learner Management System for the South African Wine & Brandy industry, the terms of reference of which are attached hereto marked Annexure A;
- 2.1.7 **"PAI Act"** means the Promotion of Access to Information Act, No 2 of 2000;
- 2.1.8 **"Parties"** means the parties to this Agreement;
- 2.1.9 **"Permitted Disclosees"** means –
- 2.1.9.1 the Representatives of the Recipient who are directly concerned with the Proposed Transactions; and
- 2.1.9.2 any other person to whom the Recipient discloses Confidential Information with the prior written consent of the Disclosing Party;
- 2.1.10 **"Permitted Purpose"** means the training to be done in terms of the LMS;
- 2.1.11 **"Recipient"** means the recipient of Confidential Information in terms of this Agreement;
- 2.1.12 **"Representatives"** means, in relation to any Disclosing Party or Recipient , its directors, officers, employees, professional advisers, financiers and investors;
- 2.1.13 **"Signature Date"** means the date of signature of this Agreement by the Party last signing;
- 2.1.14 **"Training Service Provider"** means  
.....  
.....  
.....
- 2.1.15 **"Winetech"** means Wine Industry Network of Expertise and Technology NPC, a non-profit company registered in terms of the laws of South Africa under registration number 2016/464881/08.

## 2.2 In this Agreement -

- 2.2.1 clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 2.2.2 an expression which denotes -
  - 2.2.2.1 any gender includes the other genders;
  - 2.2.2.2 a natural person includes a juristic person and *vice versa*;
  - 2.2.2.3 the singular includes the plural and *vice versa*;
  - 2.2.2.4 a Party includes a reference to that Party's successors in title and assigns allowed at law; and
  - 2.2.2.5 a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

## 2.3 Any reference in this Agreement to –

- 2.3.1 "**business hours**" shall be construed as being the hours between 08h00 and 16h30 on any business day. Any reference to time shall be based upon South African Standard Time;
- 2.3.2 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.3.3 "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "**law**" shall have a similar meaning; and
- 2.3.4 "**person**" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.

- 2.4 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.5 Any substantive provision, conferring rights or imposing obligations on a Party and appearing in any of the definitions in this clause 2 or elsewhere in this Agreement, shall be given effect to as if it were a substantive provision in the body of the Agreement.
- 2.6 Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Agreement.
- 2.7 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 2.8 A reference to any statutory enactment shall be construed as a reference to that enactment as at the Signature Date and as amended or substituted from time to time.
- 2.9 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 2.10 If the due date for performance of any obligation in terms of this Agreement is a day which is not a business day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding business day.
- 2.11 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 2.12 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 2.13 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (*stipulatio alteri*) who is not a Party to this Agreement.

- 2.14 The use of any expression in this Agreement covering a process available under South African law, such as winding-up, shall, if either of the Parties to this Agreement is subject to the law of any other jurisdiction, be construed as including any equivalent or analogous proceedings under the law of such other jurisdiction.
- 2.15 Any reference in this Agreement to "**this Agreement**" or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document, as amended, varied, novated or supplemented from time to time.
- 2.16 In this Agreement the words "**clause**" or "**clauses**" refer to clauses of this Agreement.

### 3 INTRODUCTION

- 3.1 Winetech, in co-operation with SALBA and VinPro NPC, has developed the LMS in order to facilitate the training of people in the wine industry.
- 3.2 The Training Service Provider wishes to participate in this regard and will upload its training information onto the LMS.
- 3.3 In the course of such participation, the Parties will disclose certain Confidential Information to each other and each will gain knowledge of the Confidential Information of the other.
- 3.4 The Parties are willing to provide each other with an undertaking to maintain the confidentiality of the Confidential Information, on the terms and conditions set out in this Agreement.

### 4 DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION

- 4.1 Each of the Parties undertakes to disclose to the other such Confidential Information as may be in the possession of the Disclosing Party and as will be necessary for the training contemplated in clause 3.1.
- 4.2 The Parties acknowledge that -
- 4.2.1 the Confidential Information is a valuable, special and unique asset of the Disclosing Party and/or its Associated Companies; and
- the Disclosing Party and/or its Associated Companies may suffer irreparable harm or substantial economic and other loss in the event of such Confidential Information being disclosed or used otherwise than in accordance with this

Agreement.

- 4.3 All Confidential Information disclosed by the Disclosing Party to the Recipient or which otherwise comes to the knowledge of the Recipient, is acknowledged by the Recipient –
- 4.3.1 to be proprietary to the Disclosing Party and/or one or more of its Associated Companies; and
  - 4.3.2 not to confer any rights of whatsoever nature in such Confidential Information on the Recipient.
- 4.4 The Recipient irrevocably and unconditionally agrees and undertakes -
- 4.4.1 to treat and safeguard the Confidential Information as strictly private, secret and confidential;
  - 4.4.2 not to use or permit the use of the Confidential Information for any purpose other than the Permitted Purpose and, in particular, not to use or permit the use of the Confidential Information, whether directly or indirectly, to obtain a commercial, trading, investment, financial or other advantage over the Disclosing Party and/or its Associated Companies or otherwise use it to the detriment of the Disclosing Party and/or its Associated Companies;
  - 4.4.3 except as permitted by this Agreement, not to disclose or divulge, directly or indirectly, the Confidential Information in any manner to any third party for any reason or purpose whatsoever without the prior written consent of the Disclosing Party, which consent may be granted or withheld in the sole and absolute discretion of the Disclosing Party;
  - 4.4.4 not to copy or reproduce the Confidential Information by any means without the prior written consent of the Disclosing Party, it being recorded that any copies shall be and remain the property of the Disclosing Party; and
  - 4.4.5 to keep all Confidential Information safely and securely and to take all such steps as may be reasonably necessary to protect it against theft, damage, loss, unauthorised access (including access by electronic means) and to prevent Confidential Information from falling into the hands of unauthorised third parties.



## 5 PERMITTED DISCLOSEES

- 5.1 The Recipient shall be entitled to disclose the Confidential Information only to Permitted Disclosees, and then only to the extent that such disclosure is necessary for the Permitted Purpose and on a "need to know" basis.
- 5.2 The Recipient shall, both before and after the disclosure of any Confidential Information to a Permitted Disclosee, inform such Permitted Disclosee of, and take all practical steps to impress upon him or it, the secret and confidential nature of the Confidential Information and the Recipient's obligations under this Agreement.
- 5.3 The Recipient shall be responsible for procuring that the Permitted Disclosees abide by the provisions of this Agreement and agree to be bound by the confidentiality undertakings given to the Disclosing Party by the Recipient in this Agreement. The Recipient shall be responsible for any breach of the terms of this Agreement by any Permitted Disclosee.
- 5.4 The Recipient shall (if requested to do so by the Disclosing Party) procure that the Permitted Disclosees give a written undertaking in favour of the Disclosing Party in regard to the Confidential Information on substantially the same terms and conditions contained in this Agreement.
- 5.5 The Recipient's failure to obtain receipt of the written undertaking referred to in clause 5.4 shall in no way detract from the Recipient's obligations in terms of this Agreement and particularly in terms of the remaining provisions of this clause 5 and clause 6.
- 5.6 Each Recipient shall be entitled to appoint only two Permitted Disclosees each who will have access to the system, and shall divulge their names to the Disclosing Party. The names of the Permitted Disclosees shall be divulged to the Disclosing Party on an annual basis, or in the event that any of them leaves the employ of the Recipient.
- 5.7 The Recipient shall keep a written record showing –
- 5.7.1 the location of each item or copy of Confidential Information which is in documentary or other tangible form; and
- 5.7.2 the names and addresses of all Permitted Disclosees to whom Confidential Information has been disclosed,
- and shall furnish such written record to the Disclosing Party, upon request.

## 6 RETURN OF CONFIDENTIAL INFORMATION

- 6.1 The Recipient shall, at its own expense, within 10 (ten) business days of termination of the LMS or the suspension or cessation of the operation thereof, and in any event within 5 (five) business days of written demand from the Disclosing Party –
- 6.1.1 return or destroy (as stipulated by the Disclosing Party), and procure the return or destruction of all Confidential Information and all copies of it (whether in paper, electronic or other format) held by the Recipient or by a Permitted Disclosee without keeping any copies or partial copies thereof;
- 6.1.2 destroy, and procure the destruction of all analyses, compilations, notes, studies, memoranda or other documents prepared by the Recipient or by any Permitted Disclosee which contain or otherwise reflect or are generated from the Confidential Information;
- 6.1.3 delete or procure the deletion of all Confidential Information from any computer, word processor or other device in the possession or control of the Recipient or any Permitted Disclosee; and
- 6.1.4 confirm in writing to the Disclosing Party that the Recipient and all Permitted Disclosees have complied with the provisions of clauses 6.1.1 to 6.1.3.

## 7 EXCLUSIONS

- 7.1 The determination of whether information is Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trade marks or otherwise.
- 7.2 If the Recipient is uncertain as to whether any information is Confidential Information, the Recipient shall treat such information as confidential until the contrary is agreed by the Disclosing Party in writing.
- 7.3 The undertakings given by the Recipient in this Agreement and in particular in clause 4 shall not apply to any information which –
- 7.3.1 is or becomes generally available to the public other than by the negligence or default of the Recipient and/or any Permitted Disclosee, or by the breach of this Agreement by any of them;
- 7.3.2 the Disclosing Party confirms in writing is disclosed on a non-confidential

basis;

- 7.3.3 was in the Recipient and/or any Permitted Disclosee and/or any of their Associated Companies' possession prior to disclosure by the Disclosing Party,
- 7.3.4 was or becomes available to the Recipient and/or any Permitted Disclosee and/or any of their Associated Companies on a non-confidential basis from a source other than the Disclosing Party, provided that the source of such information is not reasonably known by us to be bound by a confidentiality agreement with the Disclosing Party with respect to such information;
- 7.3.5 was or is independently developed by the Recipient and/or any Permitted Disclosee and/or any of their Associated Companies' or on our behalf without violating the terms of this Agreement;
- 7.3.6 is requested or required to be disclosed pursuant to a requirement of governmental agency or any applicable law, regulation, or legal, regulatory or judicial process, provided that we, to the extent legally permissible, provide the Disclosing Party with prior notice of such disclosure and an opportunity to protect their interests, as contemplated in clause 8; or
- 7.3.7 has lawfully become known by or come into the possession of the Recipient on a non-confidential basis from a source other than the Disclosing Party or any of its Associated Companies having the legal right to disclose same, provided that such knowledge or possession is evidenced by the written records of the Recipient existing at the Signature Date,

provided that –

- 7.3.8 the onus shall at all times rest on the Recipient to establish that such information falls within the Exclusions; and
- 7.3.9 any combination of features will not be deemed to be within the Exclusions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient's possession.

## 8 **FORCED DISCLOSURE**

In the event that the Recipient is required to disclose Confidential Information pursuant to a requirement or request by operation of law, regulation or court order, it will –

- 8.1 advise the Disclosing Party thereof in writing prior to disclosure, if possible;
- 8.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;
- 8.3 in the case of any disclosure required in terms of the PAI Act, apply the principles of Chapter 4 of the PAI Act in order to avoid and/or limit the extent of any such disclosure;
- 8.4 afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings;
- 8.5 comply with the Disclosing Party's reasonable requests as to the manner and terms of any such disclosure; and
- 8.6 notify the Disclosing Party of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it is made.

## 9 OBLIGATIONS OF THE PARTIES AND REPORTING

- 9.1 Winetech shall ensure that the LMS is at all times fully operational and that it is properly maintained, including that a valid secure certificate is in place.
- 9.2 All reporting and use of information by any of the Parties shall be in the form of general statistics only, based on the Wine of Origin demarcations as per Annexure B attached hereto.
- 9.3 The Training Service Provider shall upload onto the LMS full particulars regarding his registered name and address, identification number and/or registration number, the nature and extent of all training courses completed by him and the names, identification numbers and results of all learners who participated in the courses presented by him and paid for by a VinPro or SALBA member, within 30 (thirty) days of completion of any training.
- 9.4 The information referred to in clause 9.3 shall be kept up to date at all times and the administrator and/or Winetech shall be entitled but not obliged to issue warnings in respect of documents which are about to expire. Non-adherence to the requirements of this clause 9.3 or to clause 9.6 will lead to the information of the Training Service Provider on the LMS being made invisible to other parties. If the non-adherence continuous for a period of 24 (twenty four) months, Winetech shall be entitled to remove the relevant information from the LMS.

- 9.5 The Training Service Provider shall report any irregularities, including general faults, to the administrator of the LMS.
- 9.6 The Training Service Provider shall only be allowed as a participant of the LMS if and when the annual fee of R600 (six hundred rand) (exclusive of VAT) has been paid as and when required, payment of which and access to the LMS will be acknowledged and given within 7 (seven) days of receipt thereof.
- 9.7 The Training Service Provider may not divulge or disclose any information relating to a learner to any person except to the learner, the SALBA or VinPro member who has paid the fees in respect of the learner, or as may otherwise be provided for in this Agreement.

## 10 DURATION

The obligations of the Recipient with respect to each item of Confidential Information shall commence on the date on which such information is disclosed or otherwise received and shall endure for as long as the LMS is in operation.

## 11 BREACH

- 11.1 Without prejudice to the other rights of the Disclosing Party, in the event of any unauthorised disclosure or use of the Confidential Information which is or is reasonably likely to constitute a breach of any provision of this Agreement, and which comes, or is brought, to the attention of the Recipient shall, at the sole cost of the Recipient –
- 11.1.1 immediately notify the Disclosing Party in writing and take such steps as the Disclosing Party may reasonably require in order to remedy or mitigate the effects of such actual or threatened breach; and
- 11.1.2 use all reasonable commercial endeavours to assist the Disclosing Party in recovering and preventing the use, dissemination, sale or other disposal of such Confidential Information.
- 11.2 The Parties acknowledge and agree that –
- 11.2.1 cancellation is not an appropriate remedy for breach of this Agreement and this Agreement may not be cancelled or terminated save by written agreement between the Parties; and
- 11.2.2 damages alone may not be an adequate remedy for any breach of the

obligations set out in this Agreement and that the remedies of interdict, specific performance and any other equitable relief are appropriate for any threatened or actual breach of this Agreement. The Disclosing Party will be entitled to apply for such remedy, in addition to any other remedy to which it may be entitled in law (other than the remedy of cancellation).

- 11.3 Should any unauthorised disclosure of Confidential Information take place in breach of the provisions of this Agreement, the Disclosing Party shall, in addition to the foregoing, be entitled by written notice to the Recipient to terminate all obligations to provide information to the Recipient with immediate effect and no further information will be disclosed to the Recipient in terms of this Agreement.

## 12 PUBLICITY

- 12.1 Subject to clause 12.3, each Party undertakes to keep confidential and not to disclose to any third party, save as may be required in law (including by the rules of any securities exchange, where applicable) or permitted in terms of this Agreement, the nature, content or existence of this Agreement and any and all information given by one Party to the other pursuant to this Agreement.
- 12.2 No announcements of any nature whatsoever will be made by or on behalf of a Party relating to this Agreement without the prior written consent of the other Party, save for any announcement or other statement required to be made in terms of the provisions of any law or by the rules of any recognised securities exchange, in which event the Party obliged to make such statement will first consult with the other Party in order to enable the Parties in good faith to attempt to agree the content of such announcement, which (unless agreed) must go no further than is required in terms of such law or rules. This will not apply to a Party wishing to respond to the other Party which has made an announcement of some nature in breach of this clause 12.
- 12.3 This clause 12 shall not apply to any disclosure made by a Party to its professional advisors or consultants, provided that they have agreed to the same confidentiality undertakings, or to any judicial or arbitral tribunal or officer, in connection with any matter relating to this Agreement or arising out of it.

## 13 BENEFIT

- 13.1 The undertakings given by the Recipient in this Agreement shall be for the benefit of and may be enforced by the Disclosing Party, any of its Associated Companies, any current or future shareholder of the Disclosing Party and any successor-in-title,

either collectively or individually by any of the persons constituting the Disclosing Party or Associated Companies. The undertakings shall be deemed to have been imposed as a *stipulatio alteri* (stipulation in favour of a third party) for the benefit of any Disclosing Party and any Associated Company which is not a party to this agreement, any third party which becomes a shareholder in the Disclosing Party and any successor-in-title and such benefit may be accepted by such person at any time. The fact that any undertaking may not be enforceable by one of them will not affect its enforceability by any other of them.

- 13.2 For the purposes of clause 13.1, the term "successors-in-title" shall include any third party which acquires –
  - 13.2.1 the business of, or any shares in, the Disclosing Party or any of the Associated Companies, or any part of them; or
  - 13.2.2 pursuant to any cession, the right to enforce the undertakings embodied in this Agreement.

**14 NOTICES AND DOMICILIA**

14.1 The Parties select as their respective *domicilia citandi et executandi* (chosen addresses) the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following email addresses –

<u>Name</u>	<u>Physical Address</u>	<u>Email</u>
Winetech	VinPro Building Picardi Farm Cecilia Street Southern Paarl 7646	..... .....

Marked for the attention of: **Gerard Martin**

<u>Name</u>	<u>Physical Address</u>	<u>Email</u>
Training Service Provider	..... ..... ..... .....	..... .....

Marked for the attention of: .....

provided that a Party may change its chosen address or its address for the purposes of notices to any other physical or email address by written notice to the

other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

- 14.2 All notices to be given in terms of this Agreement will be given in writing and will -
- 14.2.1 be delivered by hand or sent by email;
  - 14.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
  - 14.2.3 if sent by email during business hours, be presumed to have been received on the date of transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 14.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 14.

## 15 APPLICABLE LAW AND JURISDICTION

- 15.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 15.2 The Parties hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division (Cape Town) in any dispute arising from or in connection with this Agreement.

## 16 GENERAL

- 16.1 Whole Agreement
- 16.1.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.
  - 16.1.2 This Agreement supersedes and replaces any and all agreements between



the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof.

#### 16.2 Variations to be in Writing

No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

#### 16.3 No Indulgences

No latitude, extension of time or other indulgence which may be given or allowed by either Party to the other in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement or estop or preclude it from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Failure or delay on the part of either Party in exercising any right, power or privilege under this Agreement will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

#### 16.4 No Waiver or Suspension of Rights

No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

#### 16.5 Provisions Severable

All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto*

and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.

#### 16.6 Continuing Effectiveness of Certain Provisions

The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

#### 16.7 No Assignment

Neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior signed written consent of the other, save as otherwise provided herein.

#### 16.8 Exclusion of Electronic Signature

The reference in clauses 16.2, 16.4 and 16.7 to writing signed by a Party shall, notwithstanding anything to the contrary in this Agreement, be read and construed as excluding any form of electronic signature.

### 17 COSTS

17.1 Except as otherwise specifically provided herein, each Party will bear and pay its own legal costs and expenses of and incidental to the negotiation, drafting, preparation and implementation of this Agreement.

17.2 The Recipient agrees and undertakes to reimburse the Disclosing Party on demand with any and all costs and expenses (including legal costs on the scale as between attorney-and-own client) which the Disclosing Party may at any time incur in or about the exercise of any of the Disclosing Party's rights in terms of this Agreement, including collection commission, tracing fees and other expenses in connection therewith.

### 18 SIGNATURE

18.1 This Agreement is signed by the Parties on the dates and at the places indicated below.

- 18.2 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.
- 18.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.
- 18.4 The Parties record that it is not required for this Agreement to be valid and enforceable that a Party shall initial the pages of this Agreement and/or have its signature of this Agreement verified by a witness.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2017

\_\_\_\_\_  
**For Winetech, warranting his  
authority**

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2017

\_\_\_\_\_  
**For Training Service Provider,  
warranting his authority**