

CambriLearn Partner Agreement

I. INTRODUCTION.

This agreement is made on

between:

(1) **Top Dog Internet Sales Proprietary Limited** with registration number 2010/013984/07, a company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa (the “**Advertiser**”); and

(2) Name:

At physical address:

At email:

Under the laws of the Republic of South Africa (the “**Partner**”)

II. ACKNOWLEDGMENT. The advertiser and the Partner acknowledge the terms of this Contract and will comply. The Partner acts as a representative on a non-exclusive, non-employee basis to endorse and promote its services to the target audience.

III. COMMISSION TERM. This Agreement shall come into effect on the signature date of the Party signing last in time and shall continue indefinitely unless this Agreement is terminated by either Party as provided for in this Agreement.

IV. COMMISSION. The price for a subscription to the Platform depends on the type of package, the level of learning and the subjects required. Please refer to the CambriLearn Price Catalogue on the CambriLearn website (www.cambrilearn.com) for detailed information. These prices are subject to change on notice from CambriLearn from time to time.

CambriLearn will provide a commission of 6% (six percent) of the monthly revenue generated from the students who subscribe to any products on the Platform, through the Affiliate’s marketing and sales efforts, after deducting the Value Added Tax (VAT) portion of the income, on condition that the student enters the Affiliate’s specific referral code provided by CambriLearn (“Referral Code”) when signing up on the Platform. It is agreed and understood that if a Referral Code is not used the Affiliate will not be entitled to any commission whatsoever.

Should the Affiliate make arrangements with another “third party affiliate” to sell the CambriLearn product, CambriLearn takes no responsibility for that relationship and does not agree to pay the third party affiliate any commission. The Affiliate can choose if they wish to share some of their commission with the third party affiliate, and if this is the case, the details of the agreement with the third party affiliate have nothing to do with CambriLearn. The Affiliate shall enter into a written agreement with such third party affiliate, the terms of which shall be materially similar to the terms of this Agreement and the Affiliate must notify CambriLearn in writing of such arrangement. The Affiliate will be held strictly responsible for any and all acts or omissions by the third party affiliate and fully indemnifies CambriLearn and holds them harmless from any harm, costs, expenses (including attorneys costs) or other liabilities that may arise in relation to the third party affiliate. CambriLearn may at any time notify the Affiliate to terminate its relationship with the third party affiliate and the Affiliate shall immediately comply with this demand.

VI. COMMISSION PAYMENTS. Within 15 (fifteen) days from the end of each calendar month, CambriLearn will identify the total revenue from the Affiliate's referrals during the immediate past month. CambriLearn will then pay the required commission to the Affiliate via EFT (electronic funds transfer) into the Affiliate's bank account (details listed in this agreement) by no later than the end of the month following the month under review

VII. PARTNER RESPONSIBILITIES

The Partner undertakes to:

- Immediately comply with all reasonable instructions of CambriLearn relating to the Platform, the marketing thereof, the usage thereof as well as otherwise in relation to this Agreement;
- Not do anything that could potentially prejudice any intellectual property of CambriLearn (including its goodwill and reputation);
- Only use the CambriLearn trademark or any marketing materials as strictly instructed by CambriLearn from time to time;
- Actively market and promote the Platform in accordance with the directions of CambriLearn from time to time;
- All communication and marketing material must be submitted to CambriLearn for approval prior to use;
- Not to promote any product and/or service that competes directly with the Platform or CambriLearn for the duration of this Agreement;
- Not make any warranties or representations with respect to the Platform and/or CambriLearn;

VIII. COPYRIGHT. CambriLearn will own the copyright of the uploaded media. However, both parties are allowed to share it with their own respective channels.

IX. CONFIDENTIALITY. This agreement is covered under the Non-Disclosure Agreement outlined in Appendix A.

X. AMENDMENT. This contract can only be changed or modified through the written consent of both parties (Advertiser and Partner).

XII. GOVERNING LAW. This contract shall be governed under the laws of The Republic of South Africa.

Appendix A: Non-Disclosure Agreement

WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears -

1.1. words importing -

1.1.1. any one gender include the other two genders;

- 1.1.2. the singular includes the plural and *vice versa*; and
- 1.1.3. person include natural persons, created entities (corporate or unincorporate), trusts and the state and *vice versa*;
- 1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –
 - 1.2.1. "**Affiliates**" of a specific Entity ("**Specified Entity**") means –
 - 1.2.1.1. each entity which is directly or indirectly Controlled by the Specified Entity;
 - 1.2.1.2. each entity which directly or indirectly Controls the Specified Entity; and
 - 1.2.1.3. each entity which is directly or indirectly Controlled by an entity referred to in clause 1.2.1.2;
 - 1.2.2. "**Agreement**" means this non-disclosure agreement, as may be amended from time to time;
 - 1.2.3. "**Applicable Law**" in relation to a Party, includes all and any -
 - 1.2.3.1. statutes, subordinate legislation and common law;
 - 1.2.3.2. regulations;
 - 1.2.3.3. ordinances and by-laws;
 - 1.2.3.4. directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, including the rules and listing requirements of any licensed securities exchange; and
 - 1.2.3.5. other similar provisions,from time to time, compliance with which is mandatory for that Party;
 - 1.2.4. "**Business Day**" means any day other than a Saturday, Sunday or proclaimed public holiday in South Africa;
 - 1.2.5. "**Confidential Information**" means all information of whatever nature and in whatever form (whether written, oral, visual, in electronic form, or on tape or disk or otherwise), which, whether before or after the Signature Date, is directly or indirectly disclosed by, or on behalf of, the Disclosing Party, its Affiliates, and/or its Representatives, to the Receiving Party or its Representatives in connection with this Agreement, the Negotiations and/or the Potential Business Relationship, or which comes to the Receiving Party and/or any of its Representatives' attention in connection with the Potential Business Relationship, including, without limitation:
 - 1.2.5.1. all business, technical, financial, operational, administrative, staff management, customer, marketing, legal, economic, technological

- and other information relating to the Disclosing Party and/or its Affiliates;
- 1.2.5.2. the existence and contents of all agreements, documents and preparatory work relating to the Potential Business Relationship or to the Disclosing Party and/or its Affiliates, including, without limitation, this Agreement;
 - 1.2.5.3. the details, facts and existence of the Potential Business Relationship;
 - 1.2.5.4. the existence and terms of the Negotiations or the fact that the negotiations have been concluded, have ceased or may take place in the future;
 - 1.2.5.5. any other information that is identified as being confidential or proprietary in nature; and
 - 1.2.5.6. any information, analysis, compilation, study, plan, diagram, proposal, data, computer disk, tape, notes, summaries, reports, memoranda, documents or other material (in whatever form, format or medium) which contains or reflects, or is derived or generated in whole or in part from, such information;
- 1.2.6. **"Control"** means in relation to an Entity the ability of a person (the **"Controller"**), directly or indirectly, to ensure that the activities and business of an Entity (the **"Controlled Entity"**) are conducted in accordance with the wishes of the Controller, and the Controller shall be deemed to so control the Controlled Entity if the Controller owns, directly or indirectly, the majority of the issued share capital, members interest or equivalent equity and/or holds, directly or indirectly, the majority of the voting rights in the Controlled Entity or the Controller has the right to receive the majority of the income of that Controlled Entity on any distribution by it of all of its income or the majority of its assets on the winding-up; and in respect of a Controlled Entity that is a trust **"Control"** means the ability of the Controller to control the majority of the votes of the trustees or to appoint the majority of the trustees or to appoint or change the majority of the beneficiaries or such trust operates primarily for the benefit of such person, and **"Controlling"** and **"Controlled"** shall be construed accordingly;
- 1.2.7. **"Disclosing Party"** means the Party who discloses the Confidential Information;
- 1.2.8. **"Entity"** means any juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, joint venture, trust, undertaking, voluntary association, body corporate and any similar entity;
- 1.2.9. **"Negotiations"** shall have the meaning ascribed to it in terms of clause 2.2;
- 1.2.10. **"Parties"** means Top Dog and The Partner, and includes an individual reference to one or more of them, as the context may require;
- 1.2.11. **"Potential Business Relationship"** shall have the meaning ascribed to it in terms of clause 2.1;

- 1.2.12. **"Receiving Party"** means the Party who receives the Confidential Information;
- 1.2.13. **"Representatives"** means, in relation to an Entity, its directors, prescribed company officers, employees, agents and/or professional advisors;
- 1.2.14. **"Signature Date"** shall be read as meaning a reference to the date of signature of this Agreement by the Party that signs this Agreement last in time;
- 1.2.15. **"South Africa"** means the Republic of South Africa; and
- 1.1.1. **"Top Dog"** means Top Dog Internet Sales Proprietary Limited (Registration Number 2010/013984/07), a private company registered and incorporated in accordance with the company laws of South Africa.
- 1.2. any reference to a statute or statutory provision is to that statute or statutory provision as at the Signature Date and as amended, extended or re-enacted from time to time;
- 1.3. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.4. if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.5. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day is not a Business Day, in which case the last day shall be the next succeeding Business Day;
- 1.6. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.7. a reference to any party shall include that party's personal representatives, successors and permitted assigns;
- 1.8. any reference to a South African legal term for any action, remedy, method of judicial proceedings, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than South Africa, be deemed to include a reference to that which most nearly approximates to the South African legal term in that jurisdiction;
- 1.9. the rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply; and
- 1.10. the words **"include"**, **"including"**, **"in particular"**, **"other"** and **"otherwise"** shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect, as limiting the generality of any preceding word/s (and as such the *eiusdem generis* rule shall not apply).

2. INTRODUCTION

- 2.1. The Parties are considering entering into a business relationship in terms of which are outlined separately (the "**Potential Business Relationship**").
- 2.2. The Parties have entered (or may enter) into negotiations and discussions regarding the Potential Business Relationship (the "**Negotiations**") and as such, the Parties may disclose to one another Confidential Information in connection with and for the purposes of the Potential Business Relationship.
- 2.3. Accordingly, the Parties hereby enter into this Agreement to regulate the provision and use of the Confidential Information and to protect the same from dissemination to and use by unauthorised persons.

3. DURATION

Save as otherwise specifically provided for herein, the undertakings set out in this Agreement will terminate and be of no further force and effect from the date falling 24 months from the Signature Date.

4. UNDERTAKINGS BY THE RECEIVING PARTY

- 4.1. The Receiving Party undertakes (save as otherwise permitted herein) -
 - 4.1.1. to treat as strictly confidential and not to divulge or permit to be divulged, whether in writing or orally or in any other manner, to any third party any of the Confidential Information without the prior written consent of the Disclosing Party, other than to its Representatives or any other person which the Disclosing Party has consented to in writing as aforesaid, who -
 - 4.1.1.1. have a need to know (and then only to the extent that each such Representative has a need to know) for the purposes of considering, evaluating, negotiating or advancing the Potential Business Relationship;
 - 4.1.1.2. are aware that the Confidential Information should be kept strictly confidential;
 - 4.1.1.3. are aware of the Receiving Party's obligations in relation to such Confidential Information in terms of this Agreement; and
 - 4.1.1.4. have been directed by the Receiving Party to keep the Confidential Information confidential;
 - 4.1.2. to take all reasonable steps to protect the Confidential Information and keep it secure from unauthorised persons, adopting reasonable standards of care and safeguards, which care and safeguards shall not be less than the standard of care which a reasonable man would use to protect his own confidential information;
 - 4.1.3. not to use or exploit the Confidential Information for any purpose whatsoever other than strictly in relation to and for the purposes of considering, evaluating, negotiating or advancing the Potential Business Relationship;

- 4.1.4. to take all reasonable steps to ensure that any Representative to whom the Confidential Information is disclosed in accordance with clause 4.1.1 complies with the terms of this Agreement so that any use or disclosure of the Confidential Information by any such Representative in a manner which is contrary to the terms of this Agreement shall be deemed to constitute a breach of this Agreement by the Receiving Party;
- 4.1.5. to inform the Disclosing Party immediately if the Receiving Party becomes aware of, or reasonably suspects there has been, a breach by it or its Representatives of the obligations in this Agreement;
- 4.1.6. to, at its expense, forthwith upon receipt of a written request to do so from the Disclosing Party (but in any event within 7 days):
 - 4.1.6.1. at the election of the Disclosing Party, return to the Disclosing Party or destroy all Confidential Information without keeping any copies thereof;
 - 4.1.6.2. destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by or on behalf of the Receiving Party to the extent that the same contain, reflect or are derived from Confidential Information;
 - 4.1.6.3. expunge all Confidential Information from any computer, word processor or other device in the Receiving Party's possession or under the Receiving Party's custody and control; and
 - 4.1.6.4. provide to the Disclosing Party written confirmation that the provisions of this clause 4.1.6 have been fully complied with.

Notwithstanding the foregoing, the obligation to return, expunge or destroy Confidential Information in accordance with this clause 4.1.6 shall not apply to the extent that (i) the Receiving Party is required to retain such information by Applicable Law; or (ii) such information is stored on automatic archiving or disaster recovery systems, which information shall in each case be retained subject to the terms of this Agreement.

- 4.2. The above undertakings shall not apply to -
 - 4.2.1. Confidential Information which at the time of disclosure by the Disclosing Party is published or is otherwise generally available to the public;
 - 4.2.2. Confidential Information which after disclosure by the Disclosing Party is published or otherwise becomes generally available to the public otherwise than through any breach of this Agreement or negligence by the Receiving Party or its Representatives;
 - 4.2.3. Confidential Information which the Receiving Party demonstrates was known by the Receiving Party before the date the Confidential Information is disclosed to it by the Disclosing Party and which the Receiving Party is entitled to freely disclose to third parties;

- 4.2.4. Confidential Information which the Receiving Party demonstrates was rightfully acquired from others who do not owe a confidentiality obligation to the Disclosing Party and/or any of its Affiliates; or
- 4.2.5. subject to clause 4.3 below, Confidential Information which the Receiving Party is required to disclose by Applicable Law.
- 4.3. In the event that the Receiving Party is required to disclose Confidential Information as contemplated in clause 4.2.5, the Receiving Party will:
 - 4.3.1. advise the Disclosing Party in writing prior to disclosure, if possible;
 - 4.3.2. 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;
 - 4.3.3. afford the Disclosing Party a reasonable opportunity, if possible, to intervene in the proceedings if it wishes to do so;
 - 4.3.4. comply with the Disclosing Party's reasonable requests as to the manner and terms of such disclosure; and
 - 4.3.5. notify the Disclosing Party of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

5. NO REPRESENTATIONS OR WARRANTIES

- 5.1. The Receiving Party acknowledges that no representations or warranties, express or implied, are made, and no responsibility or liability, express or implied, is accepted by the Disclosing Party as to or in relation to, any Confidential Information made available to the Receiving Party or its Representatives or as to the accuracy, reliability or completeness of such Confidential Information and agrees to release the Disclosing Party from, and acknowledges that the Disclosing Parties do not have, any liability in respect of Confidential Information so supplied.
- 5.2. Any documents and information, whether Confidential Information or otherwise, received by or made available to one Party as contemplated in this Agreement will not constitute any offer or invitation by the other Party to enter into the Potential Business Relationship, nor will those documents and information form the basis of, or constitute any representation, warranty or undertaking in relation to, any contract whether it induced the contract or not and/or whether it was negligent or not.
- 5.3. Nothing in this Agreement shall impose an obligation on either Party to continue with Negotiations or to disclose any information to the other Party (whether Confidential Information or otherwise).

6. TITLE AND LIMITED RIGHTS

The disclosure of any Confidential Information to the Receiving Party or its Representatives does not confer upon the Receiving Party or its Representatives any rights or license or proprietary rights of whatsoever nature in and to such Confidential Information.

7. NOTICES

7.1. The Parties choose as their address for service and execution for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

7.1.1. **Top Dog**

Physical - 34 Whiteley Road, Melrose North, Johannesburg, Gauteng, 2196, South Africa

Attention - Claudia Swartzberg

Email - claudia@mytopdog.co.za

7.1.2. (as recorded in I. Introduction, (2) of this agreement)

7.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by email, hand delivery or by courier.

7.3. Each Party may by notice to the other Parties change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address in South Africa or its email domicilium to any other email address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th (tenth) Business Day from the receipt of the notice by the addressee.

7.4. Any notice to a Party -

7.4.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen in clause 9.1 as its address for notices and execution shall be deemed to have been received on the day of delivery; or

7.4.2. if sent by recognised international courier to the Party at its domicilium address for the time being, shall be deemed to have been received on the 7th (seventh) Business Day after the date of such sending.

7.5. Any notice given by either Party to the other which is successfully transmitted by email to the Party's email domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the Party when the email is sent, provided that, if a notice is given by email: a hard copy of the notice in question is sent by recognised courier to the Party at its domicilium address on the same day notice is given by email in accordance with the provisions of this clause 9; or any 'out of office' reply is sent in reply to such email on an automated basis then such notice shall be deemed not to have been received by the addressee (unless the contrary is proved by the Party that sent the email).

7.6. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by the person named in clause 9.1 on behalf of a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for notices and execution.

8. **ARBITRATION**

- 8.1. Any disputes arising from or in connection with this Agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") by an arbitrator or arbitrators agreed to in writing by the Parties or, failing such agreement within 5 (five) Business Days after it is requested by either Party, appointed by AFSA. There shall be a right of appeal as provided for in article 22 of the aforesaid rules.
- 8.2. Each Party to this Agreement -
- 8.2.1. expressly consents to any arbitration in terms of the aforesaid rules being conducted as a matter of urgency; and
- 8.2.2. irrevocably authorises any other Party to apply, on behalf of both Parties, in writing, to the secretariat of AFSA in terms of article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.
- 8.3. If AFSA no longer exists then the arbitrator shall be appointed by the President for the time being of the Law Society of the Northern Provinces of South Africa and the arbitration shall be conducted in accordance with the Arbitration Act No. 42 of 1965.
- 8.4. Notwithstanding anything to the contrary in this clause 10, either Party shall be entitled to apply, on an urgent basis, for an interdict or for an order of specific performance from any court of competent jurisdiction.
- 8.5. For the purposes of clause 10.4 and for the purposes of having any award made by the arbitrator being made an order of court, each of the Parties hereby submits itself to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).
- 8.6. This clause 10 is severable from the rest of this Agreement and shall remain in full force and effect notwithstanding any termination or cancellation of this Agreement.

9. **SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as if it had never been written (*pro non scripto*) and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10. **STIPULATIO ALTERI**

This Agreement constitutes a *stipulatio alteri* in favour of the Affiliates and the Representatives of each Party which may be accepted by any of them upon written notice to the Receiving Party.

11. **GOVERNING LAW**

- 11.1. This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the laws of South Africa.
- 11.2. For purposes of applying for urgent relief and in respect of any matters which cannot be resolved in accordance with clause 10, the Parties hereby consent and submit to the

non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) in any dispute arising from or in connection with this Agreement.

12. TERMINATION

Either Party shall be entitled to cancel this Agreement on 90 days written notice to the other. Should this Agreement be terminated for any reason whatsoever, the Affiliate shall not be entitled to any further remuneration whatsoever from the date of termination.

13. INDEMNITIES

The Receiving Party acknowledges that the unauthorised disclosure of the Confidential Information or any portion thereof to a third party may cause irreparable loss, harm and damage (including, but not limited to, any direct, indirect or consequential losses or damages and legal costs on an attorney and own client basis) to the Disclosing Party and/or its Affiliates and, accordingly, the Receiving Party hereby indemnifies and holds the Disclosing Party and its Affiliates harmless against any loss, action, expense, claim, harm or damage, of whatever nature, suffered or sustained by the Disclosing Party and/or any of its Affiliates pursuant to a breach by the Receiving Party or its Representatives of the provisions of this Agreement. Nothing contained in this clause shall be construed as prohibiting the Disclosing Party or any of its Affiliates from pursuing any other remedies available to it, either at law or in equity, for such breach, including specific performance and the recovery of monetary damages.

14. BREACH

- 14.1. Without prejudice to any other rights or remedies to which the Parties may be entitled, each Party shall be entitled (for itself and for any of its Affiliates) to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any provision of this Agreement by the other Party or any other person.
- 14.2. The Receiving Party shall be liable for the actions and omissions of any Representatives to which it has disclosed any Confidential Information in accordance with clause 4.1.1 as if they were the actions or omissions of the Receiving Party. Accordingly, a breach by such Representatives of any of the provisions of this Agreement shall be deemed to be a breach by the Receiving Party.

15. GENERAL

- 15.1. This Agreement constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. To the extent permissible by law, no Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not. This Agreement supersedes and replaces any other discussions, agreements and/or understandings, whether oral or written, between the Parties in respect of the subject matter hereof.
- 15.2. No addition to, variation, amendment, novation or agreed cancellation of this Agreement or any provision or term hereof or of any agreement or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver, relaxation or suspension of or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver, relaxation or suspension, signed by the Party

granting such extension, waiver, relaxation or suspension). Any such extension, waiver, relaxation or suspension which is so given or made shall be strictly construed as relating to the matter in respect whereof it was made or given. The Parties record and agree that no addition to, variation, amendment, novation or agreed cancellation of this Agreement may be given or concluded via email.

- 15.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 15.4. No Party shall be entitled to cede, assign, transfer, encumber or delegate any of its rights, obligations and/or interest in, under or in terms of this Agreement to any third party.
- 15.5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement as at the date of signature by the Party that signs its counterpart last in time.
- 15.6. Each Party shall be liable for and bear its own costs in relation to the negotiation, preparations and implementation of this Agreement and the evaluation and review of the Confidential Information.
- 15.7. This Agreement does not derogate from any other confidentiality obligations which either Party may already owe or may in the future owe to the other Party.

[Signature Page Follows]

Bank Account: Payment of any amounts owing to the Partner will be paid into the bank account detailed below, as updated by the Partner in writing from time to time:

BANK ACCOUNT DETAILS OF PARTNER

Name of Account Holder: _____

Bank: _____

Branch: _____

Account Number: _____

Account Type: _____

SIGNED by the Parties on the following dates and at the following places respectively:

FOR: **TOP DOG INTERNET SALES PROPRIETARY LIMITED**

Signature:

who warrants that they are duly authorised thereto

Name:

Date:

Place:

FOR: **The Partner**

Signature:

who warrants that they are duly authorised thereto

Name:

Date:
