

LEARNERSHIP AGREEMENT

entered into by and between:

DIGITAL SOFTWARE AND DEVELOPMENT ACADEMY

(hereinafter referred to as "DA" or the "Digital Academy")

and

Ofentse Chantal Malebye

(hereinafter referred to as the "Learner")

Dear Learner,

This document sets out the terms and conditions that apply to your training whilst you are learning with the Digital Academy. Your learnership will be governed by the laws of the Republic of South Africa as applicable and as amended from time to time and the Digital Academy's policies and procedures. Please note that this is a Learning Agreement meant to facilitate further learning and exposure to the world of work and that you are not a permanent employee of the Digital Academy. Also note that the Learnership is for a fixed period of 12 months, with **no option to cancel or leave the Learnership before conclusion of the full 12 (Twelve) month period**. Please carefully consider your ability to commit to the full period of the Learnership before entering into this Learnership Agreement, as cancelling or repudiating the agreement before serving the full **12 (Twelve) month period** will be a breach of the agreement, which will cause **direct damages** to the Digital Academy and you will be liable for those damages as described herein.

KEY TERMS

Learner Name:	Ofentse Chantal Malebye
Identity Number:	9807290658086
Residential Address:	6953 Kilimanjaro street, Clayville Ext.45, Olifantsfontein, 1666
Cell phone number:	0655175323
Effective Date:	01 April 2023
Termination Date:	31 March 2024

1. APPOINTMENT

- 1.1. Notwithstanding the Signature Date, DA hereby appoints the Learner in the capacity as a **Junior Learner** on such terms and subject to the conditions contained in this Agreement.
- 1.2. The Learner hereby agrees to accept the learnership with DA with effect from the Effective Date.
- 1.3. The Learner agrees to perform all the services and/or duties associated with the said position and to comply with all reasonable and lawful instructions of DA.
- 1.4. The Learner accepts that his/her duties might change from time to time, but that any substantial changes will first be discussed before these changes are implemented.
- 1.5. The Learner hereby confirms that he/she is capable and competent to perform the duties that he/she has been engaged to do and that he/she has the necessary skills and knowledge.

2. FIXED TERM

- 2.1. The parties record that they have agreed to a fixed term contract for the specific reason that the Learner is a learner who is engaged with DA for the purpose of being trained for gaining work experience in order to enter a job or profession.
- 2.2. The termination of the Agreement shall be automatic, upon the expiration of the current Agreement on the Termination Date, or if terminated earlier by DA in terms of this agreement.
- 2.3. This Agreement and the Learnership relationship is for the aforesaid fixed period only and the Learner understands that there is no future expectation of employment whatsoever.
- 2.4. No conduct by DA should be construed in any way as creating or conferring a right to the Learner of any future employment and after the expiration of the fixed term, the Learnership relationship shall terminate automatically without further notice being given.
- 2.5. The Learner understands that by entering into this agreement, they are committing to performing the full term of the agreement. The Learner recognises that they have **no right to cancel the agreement** during the course of the fixed term and doing so shall amount to repudiation of the fixed term agreement and will result in the Learner being liable to DA for the direct damages.
- 2.6. Notwithstanding the foregoing, nothing herein contained shall limit the rights of DA to summarily terminate the Learner's Learnership for misconduct or other reasons sufficient in law, as per clause 5 hereunder.

3. NO RIGHT TO TERMINATE

- 3.1. The duration of this Learnership Agreement is the period from the Effective Date to the Termination date and the Learner agrees to perform their duties under this Learnership agreement for the full duration of the fixed term, or until otherwise directed in writing by DA.
- 3.2. The Learner acknowledges that they are not an employee of DA, and they do not have the right to terminate the Learnership unilaterally for any reason whatsoever. Any notice of resignation, termination or cancellation issued by the Learner to the DA, whether in written form or orally, shall constitute a repudiation of the fixed term learnership agreement and the Learner shall be liable for the **damages** as described in clause 4 hereunder.

4. DAMAGES

- 4.1. DA shall be entitled to recover from the Learner any Direct damages that result from the violation of any of the terms of this Agreement, including the loss of service fees, management fees, advisory fees, and other fees that could have been earned by DA and its affiliates if the agreement had not been breached or otherwise repudiated. An amount equal to the value that DA would have earned from its clients had the learner completed their obligations in terms of the Learnership Agreement, will be regarded as liquidated damages suffered by DA.
- 4.2. The Learner acknowledges and agrees that because of the unique nature of the Learnership and the impossibility of replacing or finding a substitute Learner to fill the position after the Effective Date, it is difficult or impossible to mitigate the loss to the DA resulting from a breach or repudiation of the Learnership Agreement. It is difficult to determine with precision the amount of damages that would or might be incurred by DA as a result of The Learner's repudiation or breach of the agreement. It is understood and agreed by the parties that:
 - 4.2.1. DA shall be damaged by failure of Learner to meet its obligations under this Agreement and will suffer direct financial loss;
 - 4.2.2. it would be impracticable or extremely difficult to mitigate the actual damages resulting therefrom, or to calculate a precise amount of damages;
 - 4.2.3. any sums which would be payable under this Agreement are in the nature of liquidated damages, and not a penalty, and are fair and reasonable, and
 - 4.2.4. such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages of DA with respect to any such failure by the Learner.
- 4.3. Should the Learner breach the fixed term agreement, by failing, *alternatively* refusing, *further alternatively* neglecting to perform their duties herein for the full fixed term period, the Employer will be entitled to recover contractual damages from the employee by approaching the civil courts in accordance with s77(3) of the Basic Conditions of Employment Act 75 of 1997.

- 4.4. The claimable value against the employee will be determined at the time of the breach, on a case by case basis, taking into account the circumstances of each case, the amount of work actually performed by the Employee, the percentage of the agreement completed, the attitude and professionalism of the employee, the notice given, the personal circumstances of the Employee, force majeure or any other relevant factors.
- 4.5. It is expressly agreed that damages payable under this Agreement do not constitute a penalty and that the Parties have negotiated in good faith for such specific Liquidated Damages and have agreed that the amount of such Liquidated Damages is reasonable in light of the anticipated harm caused by the breach related thereto and recognise difficulties of proof of loss and inconvenience or non-feasibility of obtaining any adequate alternative remedy.
- 4.6. Having acknowledged that breaching of this agreement will cause DA to suffer direct damages, should the Learner breach the agreement, DA shall retain the Learner's personal information on a database of persons who have caused wilful damage to DA and the Learner expressly consents to DA publishing the Learner's personal information to its corporate partners and clients. Should a Learner who has breached the Agreement enter into any other learnership, employment agreement or any other contract for remuneration whatsoever within 12 months of the breach, DA may directly communicate with any such employer or contracted party for the express purposes of informing them of the Learner's breach of this Agreement and its wilful causing of damages to DA.

5. TERMINATION OF FIXED-TERM CONTRACT

- 5.1. This contract shall terminate automatically on the expiration of the fixed term and/or renewal period. No notice shall be required by either party in respect of such termination and the Learnership relationship shall automatically lapse upon the expiration of the fixed term and/or renewal period.
- 5.2. Despite the provisions set out above, DA shall, subject to compliance with fair labour practices and before the expiry of this contract, be entitled to terminate your learnership for any grounds recognized by law or according to DA's policies, including but not limited to:
- 5.2.1. summary dismissal if you are found guilty of misconduct justifying a summary dismissal according to the DA's disciplinary code and theft;
 - 5.2.2. a material and/or persistent breach of this Agreement;
 - 5.2.3. misconduct in accordance with DA policies and procedures and the Labour Relations Act (LRA) 66 of 1995, as amended ("the Act");
 - 5.2.4. a failure to carry out the Services in a fit and proper manner;

- 5.2.5. a criminal conviction of the Learner (whether or not involving DA) which involves fraud or moral turpitude; or
- 5.2.6. gross negligence on the part of the Learner.
- 5.2.7. Any termination of the placement will take place in accordance with the law, procedural and substantive fairness requirements
- 5.2.8. On termination of this Agreement for any reason whatsoever, the Learner shall be obliged to return to DA, any assets of DA in her possession immediately and to repay any loans made by DA, which notwithstanding any other agreements to the contrary entered into between the parties, shall become due, owing and payable to DA on the termination date.

6. STIPEND

- 6.1. DA will pay the Learner a monthly stipend of **R10,000.00 (Ten Thousand Rand)** for the duration of the time you are spent on campus. The stipend will be paid monthly in arrears on or before the last day of the month by way of electronic funds transfer (EFT) or in line with the DA's remuneration policies and procedures.

7. DUTIES AND RESPONSIBILITIES

- 7.1. The Learner undertakes to:

- 7.1.1. Serve DA faithfully and diligently, to the best of their abilities, and to perform the reasonable duties assigned to him by DA, or by a person under DA's instructions, in a proper and efficient manner;
- 7.1.2. comply with the rules, policies, and procedures pertaining to DA;
- 7.1.3. Promote the business and reputation of DA;
- 7.1.4. At all times be friendly and helpful towards clients and fellow Learners;
- 7.1.5. Not engage in activities which would detract from the proper performance of their duties nor, without the prior written consent of DA, be engaged in any other kind of business; and
- 7.1.6. Use their best endeavours, abilities, knowledge and experience to promote and extend DA's business, to serve its best interests, and to preserve its reputation and goodwill.
- 7.1.7. The Learner shall not engage in activities which would detract from the proper performance of her duties nor, without the prior written consent of DA; and

- 7.2. The Learner shall furthermore:

- 7.2.1. observe and comply with the instructions of DA in respect of the performance of her obligations in terms of this Agreement and shall at all times promote the interests of DA;

- 7.2.2. not make any representations or allow any express or implied warranties to be given with respect to work performed by the Learner in terms of this Agreement for DA;
- 7.2.3. observe all applicable laws, ordinances, decrees, rules, regulations and service standards relating in any manner to the performance by the Learner of her obligations in terms of this Agreement or otherwise at law; and
- 7.2.4. not sign any agreements which shall in any way bind DA unless specifically authorised to do so by a resolution of the relevant Employer. If the Learner signs any contract without written authorisation as aforesaid, and any of DAs' are held to be bound to any such obligation, the Learner shall be liable for the performance of these obligations and hereby indemnifies DA against any claims arising therefrom, including all legal costs suffered by DA, as charged or ordered to pay.
- 7.2.5. Except with the prior consent of DA, the Learner must only use computers, telephones, equipment, machinery and vehicles ("Items") belonging to DA for proper and legitimate purposes of carrying on DA's business and in fulfilling the Duties. The Learner must not use any of the Items for the Learner's personal benefit without the prior written permission of DA.
- 7.2.6. There may be occasions when the Learner is requested by DA to do work which would not usually be done by a person holding the Learner's position. Notwithstanding this, the Learner must carry out such work. Nothing in this clause obliges the Learner to take on any work that is dangerous or which requires particular training or experience which the Learner does not have.

8. WORKING HOURS

- 8.1. The Learner's ordinary hours of work will be 08h00 to 17h00, Monday to Friday. The Learner may be required to work reasonable additional hours.
- 8.2. DA will be entitled from time to time to change the hours of work regime, including the starting and completion times, where this is required for personal reasons, with the proviso that a cumulative average of 45 hours per week is worked;
- 8.3. If the Learner is unable to attend work for any reason, the Learner must contact his superior as soon as possible and state the reason for the absence and the anticipated date of return to work.
- 8.4. Work on Sundays will not be compulsory, but may be agreed on by the parties in the best interest of DA and the Learner from time to time.
- 8.5. The Learner hereby agrees to perform work on public holidays if and when so required by DA.
- 8.6. The Learner's work hours are flexible and may be subject to change during the course of the Learner's Learnership with DA.

9. LEAVE

- 9.1. Leave will accrue to the Learner on a monthly basis, at a rate of 1 day per 17 days of work completed. In the event of the Learner requiring leave, he shall be obliged to obtain a leave form, which leave must be authorised by DA's Principal in writing and returned to DA's Principal before proceeding on leave.
- 9.2. The Learner may be obliged to take leave during any period of closure of business or over the Christmas period at the sole discretion of DA.
- 9.3. The Learner may not accumulate leave unless agreed by DA in writing and no payment will be made by DA to the Learner in lieu of leave, except where authorised by DA in writing. Leave accumulated will not be paid out at termination of service.
- 9.4. Leave may not be taken during last month and will not be paid out.

10. SICK LEAVE

- 10.1. Sick leave entitlement will be 10 (Ten) working days in every 12 (Twelve) month cycle. During the first 6 (Six) months of Learnership sick leave will accrue at the rate of one working day per every 26 (Twenty Six) days worked and thereafter, all sick leave is credited in advance.
- 10.2. Should the Learner be absent for more than 2 (Two) consecutive days or on any day which precedes or follows a weekend, public holiday or a day free of service, she/he shall not be entitled to sick leave unless she/he produces a medical certificate, signed by a registered medical practitioner, stating that she/he was unable to work for the duration of her/his absence on account of illness/injury.
- 10.3. The Learner must personally inform DA of such absence before 09h00 on the day he was supposed to have reported for duty.

11. FAMILY RESPONSIBILITY LEAVE

- 11.1. The Learner shall be entitled to 3 (Three) days paid family responsibility leave during the 12 (Twelve) months of Learnership with DA. This leave can be taken with the birth or illness of the Learner's child or in the event of the death of the Learner's spouse, life partner, parent, adoptive parents, grandparents, child, adopted child, grandchild or sibling.
- 11.2. The Learner shall notify DA of the event, which necessitates the Learner's absence, as soon as possible, and shall provide proof to DA of the circumstances that necessitate the absence.

12. PERMITTED DEDUCTIONS FROM EARNINGS

- 12.1. DA shall be entitled to deduct or to set-off against the Learner's stipend any amounts which it is required or permitted to deduct in terms of law, court order or arbitration award, any amounts agreed to by the Learner in writing and/or any amounts paid to the Learner in error.
- 12.2. It is further agreed that, subject to the provisions of the BCEA, DA may deduct from the Learner's stipend damages or losses occasioned by the Learner.

13. CONFIDENTIALITY

- 13.1. For the purposes of this agreement "Confidential Information" means information which is presented to the Learner by DA or developed, conceived or created by DA, or disclosed to the Learner or known by or conceived or created by the Learner during the term of the Learner's Learnership by DA, with respect to DA, its business or any of its products, processes, and other services relating thereto relating to the past, present or future business of DA or any plans therefore, or relating to the past, present or future business of a third party or plans therefore which are disclosed to the Learner.
- 13.2. Confidential Information also includes, but is not limited to, all documentation, hardware and software relating thereto, and information and data in written, electronic, graphic and/or machine readable form, products, processes and services, whether or not patentable, trademarkable or copyrightable or otherwise protectable, including, but not limited to, information with respect to discoveries; know-how; ideas; computer programs, source codes and object codes; designs; algorithms; processes and structures; product information; marketing information; price lists; cost information; product contents and formulae; manufacturing and production techniques and methods; research and development information; lists of clients and vendors and other information relating thereto; financial data and information; business plans and processes; documentation with respect to any of the foregoing; and any other information of DA that DA informs the Learner or the Learner should know, by virtue of his position or the circumstances in which the Learner learned such other information, is to be kept confidential including, but not limited to, any information acquired by the Learner from any sources prior to the commencement of the Learner's Learnership by DA.
- 13.3. The Learner acknowledges and agrees that:
 - 13.3.1. During his Learnership with DA he has had, and will have access to the Confidential Information of DA;
 - 13.3.2. Were any of the Confidential Information to be given to or used by any competitor or potential competitor of DA, DA would be severely prejudiced and could suffer substantial damage and loss; and
 - 13.3.3. He will have access to the Confidential Information during the period of his Learnership with DA, it is reasonable for the protection of DA that the Learner shall be restrained from using the Confidential information, for his own or for anyone else's benefit;

13.4. For the reasons stated in clauses 13.1, 13.2 and 13.3 above, the Learner hereby undertakes that:

- 13.4.1. Except as required in the performance of the Learner's duties as a Learner, the Learner will not, during or after his Learnership, directly or indirectly, use any Confidential Information or disseminate or disclose any Confidential Information to any person, firm, and corporation, member of the media, association or other entity. The Learner shall take all reasonable measures to protect the Confidential Information from any accidental, unauthorized or premature use, disclosure or destruction. The Learner will be responsible for, and is required to sufficiently encrypt and otherwise protect, any confidential Information contained on any laptop computer or any removable drives or backup devices that the Learner may use either inside or outside of DA's office
- 13.4.2. The foregoing prohibition shall not apply to any Confidential Information which: (i) was generally available to the public prior to such disclosure; (ii) becomes publicly available through no act or omission of the Learner, (iii) is disclosed as reasonably required in a proceeding to enforce the Learner's rights under this Agreement or (iv) is disclosed as required by court order or applicable law.
- 13.4.3. All ideas, software, documentation, memoranda, designs, inventions, processes, algorithms, programs, discoveries or improvements, whether patentable or not, conceived by the Learner in performance of the Scope (alone or with others) and during the term of the Learner's Learnership by DA ("Work Product") shall be the exclusive property of and assigned to DA or as DA may direct without compensation to the Learner. Any records with respect to the foregoing shall be the sole and exclusive property of DA and the Learner shall surrender possession of such records to DA upon any suspension or termination of his Learnership with DA. Any Work Product shall be deemed incorporated in the definition of Confidential Information for all purposes hereunder. Ideas, software, documentation, memoranda, designs, inventions, processes, algorithms, programs, discoveries or improvements, whether patentable or not, conceived by the Learner outside the fixed term of the Learner's Learnership agreement or outside of the Scope of the Learner's Learnership shall be the exclusive property of the Learner. Instructions given to the Learner by DA in writing shall be deemed to form part of the Scope of the Learner's Learnership.
- 13.4.4. Upon termination of the Learner's Learnership with DA for any reason or at any time upon request of DA, the Learner agrees to deliver to DA all materials of any nature which are in the Learner's possession or control and which are or contain Confidential Information or Work Products, or which are otherwise the property of DA or any vendor, licensor, licensee, customer or client of DA, including, but not limited to writings, designs, documents, records, data, memoranda, tapes and disks containing software, computer source code listings, routines, file layouts, record layouts, system design information, models, manuals, documentation and notes.
- 13.4.5. In the event of it being required by any client and/or principal of DA, by virtue of the Learner's duties or services, that a distinct and separate set

of restraints be furnished in order to protect the intellectual property and/or intellectual property rights of such client and/or principal (including the secrecy, confidentiality and solvency thereof) the Learner shall, as a material term of his Learnership, be obliged to sign such further undertakings as may be reasonably required by the client and/or principal in such circumstances.

14. LEARNER'S WORK PRODUCT

- 14.1. The Learner hereby represents and warrants to DA that all work that the Learner performs, for or on behalf of DA and its clients, and all Work Product that the Learner produces, including, but not limited to, software, documentation, memoranda, ideas, designs, inventions, processes and algorithms during the fixed term, regardless of whether or not such work or Work Product forms part of the Learner's Scope, will not knowingly infringe upon or violate any patent, copyright, trade secret or other property right of any of the Learner's former employers or of any other third party. Further, the Learner will not disclose to DA or use in any of the Learner's Work Product any confidential or proprietary information belonging to others, unless both the owner thereof and DA have consented to such disclosure and usage.
- 14.2. The Learner will promptly disclose to DA all Work Products developed by the Learner within the Scope of his Learnership with DA or which relate directly to, or involve the use of, any Confidential Information including, but not limited to, all software, concepts, ideas and designs, and all documentation, manuals, letters, pamphlets, drafts, memoranda and other documents, writings or tangible things of any kind.
- 14.3. The Learner acknowledges and agrees that DA owns all copyrights in respect of all copyrightable Work Products prepared by the Learner within the Scope of the Learner's Learnership.
- 14.4. The Learner hereby assigns and transfers to DA, without additional consideration, all of his other rights, title and interest (including, but not limited to, all patent, copyright and trade secret rights) in and to all Work Products prepared by the Learner, whether patentable or not, made or conceived, in whole or in part, by the Learner within the Scope of the Learner's Learnership by DA, or that relate directly to, or involve the use of Confidential Information.

15. INDEMNITIES

- 15.1. The Learner hereby indemnifies and holds harmless DA from any and all losses, liabilities, costs, expenses, fines, penalties, damages and claims, and all related costs and expenses (including legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, interest and penalties) ("Losses"), which may be suffered as a result of –
 - 15.1.1. any breach of the provisions of this Agreement by the Learner; or
 - 15.1.2. any theft, fraud or other unlawful activity or any negligent, willful or fraudulent misconduct of the Learner.

- 15.2. The Learner hereby indemnifies and holds harmless DA from any and all losses arising from, or in connection with any claim or action arising from the Learner's breach of any warranty given herein by the Learner.

16. ELECTRONIC COMMUNICATIONS

- 16.1. The Learner acknowledges and accepts that DA's resources, including, but not limited to, servers, computers, printers, telefax machines, telephones, postal services, e-mail facilities and internet facilities (the "Resources") are for conducting the business of DA.
- 16.2. The Learner shall have no expectation of privacy in relation to the use of the Resources.
- 16.3. All system passwords and passwords for any off-site cloud based storage devices must be provided to DA by the Learner in writing, on request by DA.
- 16.4. The Learner agrees that DA may, at its discretion, monitor the Learner's use of the Resources and intercept, acquire, read, view, inspect, record and/or review any and all communications and/or documents created, stored, transmitted, spoken, sent, received or communicated by the Learner on, over or in the Resources or otherwise, without regard to content.
- 16.5. The Learner is prohibited from distributing defamatory, disruptive, offensive or fraudulent messages. Inappropriate use of the Resources will result in disciplinary action, which may include dismissal.

17. REPRESENTATIONS OF THE LEARNER

- 17.1. The Learner warrants to DA as follows:
- 17.1.1. The execution, delivery and performance of this Agreement does not violate any agreement or undertaking to which the Learner is a party or by which the Learner may be bound and shall not result in the imposition of any restrictions or obligations upon the Learner other than the restrictions and obligations created by this Agreement;
- 17.1.2. The Learner has the full right, power and legal capacity to enter into this Agreement and to consummate the transactions contemplated hereby. The Learner knows of no agreements or contracts, whether written or oral, which would prevent him from entering into this Agreement and to consummate the transactions, tasks and duties contemplated hereby; and
- 17.1.3. The Learner has not entered into and is not subject to any agreement, including, but not limited, to any Learnership, bursary agreement, employment, restraint of trade or confidentiality agreement which would (i) prohibit the execution of this Agreement, (ii) prohibit his Learnership by DA or (iii) affect any of the provisions of, or his obligations pursuant to, this Agreement.

- 17.1.4. No representation or warranty of the Learner which is contained in this Agreement, or in a writing furnished or to be furnished pursuant to this Agreement contains or shall contain any untrue statement of a material fact, omits or shall omit to state any material fact which is required to make the statements which are contained herein or therein, in light of the circumstances under which they were made, not misleading

18. DATA PROTECTION

- 18.1. DA will hold computer records and personal files relating to the Learner which will include the Learner's application form, curriculum vitae, references, bank details, performance appraisals, holiday and sickness records, salary reviews and stipend details, training and other records (which may where necessary include sensitive data relating to the Learner's health, and data held for ethnic monitoring purposes). DA requires such personal data for personnel administration and management purposes and to comply with its obligations regarding the keeping of Learner records.
- 18.2. The Learner agrees that DA may process personal data relating to the Learner for personnel administration and management purposes, and may, when necessary for those purposes, make such data available to its advisers, to parties providing products and/or services to DA (such as IT systems suppliers, pension, benefits and payroll administrators) to regulatory authorities (including the South African Revenue Service), and as required by law.
- 18.3. It is recorded that the Learner recognises that it is adequate, relevant and necessary for DA to process personal data. The personal data shall be utilised by DA for the purposes aforesaid and generally in order to carry out and manage its business, to comply with its legal obligations and to protect its legitimate business interests.
- 18.4. The Learner understands and agrees that the Learner's personal information may, from time to time, be shared with vendors who process data on behalf of DA, such as payroll providers, medical aid providers and the like.
- 18.5. The Learner shall be entitled to access to the data at any time upon request to DA and shall be entitled to update such personal data from time to time. The Learner undertakes to report changes to his/her personal information in order to keep the data accurate.
- 18.6. The Learner hereby consents in particular and without in anyway limiting the consent provided to obtain personal data contained in this clause to DA obtaining data, where adequate, relevant and not excessive in relation to race or ethnic origin, trade union membership, health, biometric information and to the conduct of criminal and/or civil record checks and/or other checks (such as reference, qualification, or credit checks) from time to time, and/or on request from the Company's clients.

19. GOOD FAITH

- 19.1. In the implementation of this Agreement, the Learner undertakes to observe the utmost good faith and warrants that in his dealings with DA he shall neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of DA.

20. DOMICILIUM CITANDI ET EXECUTANDI

- 20.1. The Learner chooses its domicilium citandi et executandi (Domicilium) for the purposes of giving of any notice, the serving of any process and for any other purpose arising from this agreement the addresses set forth in the definition of Learner.
- 20.2. Each of the parties shall be entitled from time to time, by written notice to the other, to vary her/its domicilium to any other address which is not a post office box or poste restante.
- 20.3. Any notice given by either party to the other (the "Addressee") which is delivered by hand during normal business hours to the Addressee at the Addressee's Domicilium for the time being, shall be presumed unless the contrary is proved by the Addressee to have been received by the Addressee at the time of delivery;
- 20.4. If posted by pre-paid registered post from an address to the Addressee at the Addressee's Domicilium for the time being, shall be presumed until the contrary is proved, to have been received by the Addressee on the 7th (Seventh) day after the date of posting.

21. GENERAL PROVISIONS

- 21.1. No alteration, cancellation, variation of or addition hereto, or waiver or agreed cancellation hereof or any part hereof, shall be of any force or effect unless reduced to writing and signed by the parties to this Agreement or their duly authorised representatives.
- 21.2. This Agreement contains the entire agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 21.3. No extension of time or indulgence granted by any party to the other(s) shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or novation of this agreement.
- 21.4. The Learner warrants that he has read and understood the contents of this Agreement and shall abide by the terms and conditions contained herein.


22. SEVERABILITY


- 22.1. Each provision of this agreement is severable from the other provisions. Should any provision be found by a Court of competent jurisdiction to be invalid or unenforceable for any reason, the parties will consult with one another in good faith in order to agree, if possible, on an alternative provision in accordance with the intent and tenor of this agreement. The remaining provisions of this agreement shall nevertheless remain binding and continue with full force and effect.


I, the undersigned, accept the terms and conditions of Learnership set out in this Learnership agreement.

SIGNED at **Johannesburg** on this the ____03____ day of ____April____ 2023.

AS WITNESSES

1. 

2. 



Learner

SIGNED at **Johannesburg** on this the ____03____ day of ____April____ 2023.

AS WITNESSES

1. _____

2. _____



The Digital Academy