

## **INDEMNITY AND LIMITATION OF LIABILITY**

1. The Client and/or Student understands and comprehends that the training services provided by the Supplier includes but are not limited to specialized subjects such as live firing exercises with weapons of sorts, horse riding, traditional rock climbing, scuba diving, sleeping in the bush, boating on the open sea, etc and that such activities carry a substantial element of risk as a result of wild animals, the weather, etc.
2. The Client and/or Student hereby irrevocably indemnifies the Supplier, its Directors, Client and/or Students and security personnel against any claim which may be made against any one or more or all of them, the cause of action of which claims arose out of or in connection with any search conducted or arrest effected at the direct insistence of the Client and/or Student pursuant to the relevant provisions in this Agreement provided that the Supplier, its directors and personnel, at all times act within the law while carrying out the direct instructions of the Client and/or Student.
3. Notwithstanding anything to the contrary contained in this Agreement, the Supplier shall not be liable for any loss or damage, whether direct or consequential, which the Client and/or Student and/or its Client and/or Students and/or agents may suffer as a result of or arising out of or in connection with the services rendered by the Supplier to the Client and/or Student in terms of this Agreement, howsoever such loss or damage may arise.
4. Should the Supplier for any reason whatsoever, be found not to be protected by the absolute exclusion of liability contained in 9.3 and found to be liable to the Client and/or Student for any loss or damage allegedly suffered by the Client and/or Student, the Supplier's liability in respect thereof shall be limited to the Client and/or Student's actual proven direct loss only, such loss however not to exceed R50 000.00 (fifty thousand Rand) per incident.
5. Under no circumstances whatsoever shall the Supplier be liable for any loss or damage after the expiration of a period of 3 (three) calendar months after the occurrence of the event which gave rise to the loss or damage and whereby the Supplier received written notification of such alleged loss or damage, unless the Client and/or Student's claim is the subject of a pending legal action in which a summons or application has been issued and served on Supplier within the aforesaid period.
6. Under no circumstances whatsoever shall the Supplier be liable for any self-inflicted injury or for any negligence on behalf of the student that caused the student hurt, irrespective of the nature thereof.
7. Neither party shall incur any liability on behalf of the other or in any way pledge or purport to pledge the others credit or assets, and shall not describe itself or hold itself out to be the other party's agent.



THUS, DONE and SIGNED at \_\_\_\_\_ on the \_ day of \_\_\_\_\_ 2\_\_\_\_ in the presence of the undersigned witnesses:

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

For **BASTION TRAINING ACADEMY**

\_\_\_\_\_  
F.J Wentzel, Chief Executive Officer  
(Who warrants that he is duly authorize hereto)

THUS, DONE and SIGNED at \_\_\_\_\_ on the \_ day of \_\_\_\_\_ 2\_\_\_\_ in the presence of the undersigned witnesses:

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

For **the CLIENT AND/OR STUDENT**

\_\_\_\_\_  
(Who warrants that he is duly authorize hereto)

***Ps: Students have to be 21 (twenty-one) years of age before they are authorised to sign the indemnity form.***

## **NON DISCLOSURE**

### 1. CONFIDENTIALITY

- 1.1. You agree not to use for your own benefit or for the benefit of any other person and not to disclose to any third party, neither during the period this Agreement is in force or after its termination, except as intended in the ordinary and proper course of carrying out your duties in connection with The Company business, any confidential information. This includes, but is not limited to, information relating to trade secrets, customer lists, business affairs, supplier's lists, technical methods and processes.
- 1.2. The Student and Student's Parents shall not divulge any information to any unauthorized persons or bodies relating to any of the operations or processes of the Emerald Sky Risk Solutions (Pty) Ltd. Such information shall include methods, processes, computer software, documentation, client list, programmes, trade secrets, technical information, chemical formulae, drawings, financial information, or any other information which could be damaging to the Emerald Sky Risk Solutions (Pty) Ltd's operation or which could benefit other parties to the detriment of the Emerald Sky Risk Solutions (Pty) Ltd. Such restrictions shall apply during the Student's 24-month enrollment with Emerald Sky Risk Solutions (Pty) Ltd.
- 1.3. Such restrictions shall apply during the Student and Student's Parents' 24-month enrollment with Emerald Sky Risk Solutions (Pty) Ltd and up to 3 (three) years after the termination of the contract.
- 1.4. The Student and Student's Parents understands, agrees to, accepts submits himself/herself to an investigation including but not limited to a polygraph test after 24 (twenty-four) months after the termination of this contract if the Emerald Sky Risk Solutions (Pty) Ltd has reasonable grounds that the Student and Student's Parents divulged any information to unauthorized persons.
- 1.5. The Student and Student's Parents understands, agrees to and accepts that he/she will be financially liable to reimburse the Emerald Sky Risk Solutions (Pty) Ltd for any confidential information divulged to any unauthorized person and to cover all legal and debt collecting costs relating to the matter if found guilty by a South African court of law.
- 1.6. This Agreement shall govern the conditions of disclosure by Frederik Jacobus Wentzel to and members or clients or associates of Emerald Sky Risk Solutions (Pty) Ltd, of certain "Confidential Information" including but not limited to prototypes, basic and advanced concepts, art work, drawings, data, trade secrets and intellectual property relating to the Web Based Business Site invention named "Emerald Sky Risk Solutions" and "Bastion Training Academy" as well as any product, idea or property generated under the Emerald Sky Risk Solutions (Pty) Ltd, as created by Frederik Jacobus Wentzel.



1.7. With regard to the Confidential Information, and members or associates of Emerald Sky Risk Solutions (Pty) Ltd hereby agree:

1.7.1. Not to use the information therein or disclosed at any time except for evaluating its interest and making use thereof in the business relationship entered with Frederik Jacobus Wentzel, Emerald Sky Risk Solutions (Pty) Ltd and Bastion Training Academy, based on all concepts and ideas thereof.

1.7.2. To safeguard all company information whether written, discussed or reproduced in any form against disclosure to others with the same degree of care as exercised with its own information of a similar nature.

1.7.3. Not to disclose any company information, strategies, projects or any company related matters to others, without the express written permission of Frederik Jacobus Wentzel, except that:

- Which and members or associates of, can demonstrate by written records was previously known;
- Which are now, or become in the future, public knowledge other than through provable and demonstrable acts or omissions of and members or associates of;
- Which are lawfully obtained by and members or associates of from sources independent of Frederik Jacobus Wentzel or the Emerald Sky Risk Solutions (Pty) Ltd company or the Bastion Training Academy;
- That and members or associates of shall not directly or indirectly acquire any interest in, or design, create, manufacture, sell or otherwise deal with any item or product, containing, based upon or derived from company information, except as may be expressly agreed to in writing by Frederik Jacobus Wentzel or the Emerald Sky Risk Solutions (Pty) Ltd company or the Bastion Training Academy.
- That the secrecy obligations of and members or associates of with respect to the information shall continue for a period ending 3 (three) years from the date of termination of 24-month enrollment and will be continuously valid while in the 24-month enroll of the company in any form.
- That agreements and contractual content discussed and agreed to between the company and its clients will not be disclosed to other parties or members without the written permission of Frederik Jacobus Wentzel.
- Frederik Jacobus Wentzel will be entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.
- That Representatives, Student and Student's Parents, Confidants and or Agents will not sell or trade in related products or those of competitors at any stage while associated with the company without the written permission of Frederik Jacobus Wentzel.
- That Representatives, Student and Student's Parents, Confidants and or Agents will not mix any other form of business into meetings, discussions or any other facet of business-related matters, which are dedicated to the company.

## 2. PATENTS AND COPYRIGHT

- 2.1. You agree not to use for your own benefit or for the benefit of any other person and not to disclose to any third party, neither during the period this Agreement is in force or after its termination, except as intended in the ordinary and proper course of carrying out your duties in connection with The Company business, any confidential information. This includes, but is not limited to, information relating to trade secrets, customer lists, business affairs, supplier's lists, technical methods and processes.
- 2.2. The Emerald Sky Risk Solutions (Pty) Ltd shall reserve the right to retain all and/or any rights to patents of the copyrights to any inventions, designs, discoveries, improvements made, discovered or conceived by the Student and Student's Parents during his/her 24-month enrollment with the Emerald Sky Risk Solutions (Pty) Ltd whether whole of partly, and whether in connection with or incidental to his/her 24month enrollment with the Emerald Sky Risk Solutions (Pty) Ltd, whether whole of partly, and whether in connection with or incidental to his/her 24-month enrollment with the Emerald Sky Risk Solutions (Pty) Ltd, and which may relate to be in connection with or be useful to the business carried out by the Emerald Sky Risk Solutions (Pty) Ltd, whether of not during normal working hours and whether or not at the Emerald Sky Risk Solutions (Pty) Ltd's premises. Such patents or copyrights shall not be limited to any particular area or country and the Emerald Sky Risk Solutions (Pty) Ltd shall have right to alter, modify, adapt or change any designs, processes of methods of any such patents or copyrights.
- 2.3. The Student and Student's Parents shall not copy, print or publish any of the Emerald Sky Risk Solutions (Pty) Ltd's methods or processes, procedures relating to the business of the Emerald Sky Risk Solutions (Pty) Ltd unless permission has been granted by the Emerald Sky Risk Solutions (Pty) Ltd to do so.
- 2.4. Should within one year after the termination of his/her 24-month enrollment with the Emerald Sky Risk Solutions (Pty) Ltd, the Student and Student's Parents either alone or jointly with others originate, invent or design any Industrial Property in relation to any product or process upon which he/she worked or which came to his/her attention during the last 2 years of his 24-month enrollment by the Emerald Sky Risk Solutions (Pty) Ltd or on which copyright had been obtained, such Industrial Property or the Student and Student's Parent's interest therein shall automatically vest in the Emerald Sky Risk Solutions (Pty) Ltd.
- 2.5. The Student and Student's Parents hereby binds him/herself and undertakes that he/she shall:
  - 2.5.1. Immediate communication full details of such Industrial Property to the Emerald Sky Risk Solutions (Pty) Ltd and to no other person;
  - 2.5.2. Without expense to the Student and Student's Parents sign all such documents and do all such acts as may be require by the Emerald Sky Risk Solutions (Pty) Ltd in order to vest formal title in such Industrial Property in the Emerald Sky Risk Solutions (Pty) Ltd and/or to enable the Emerald Sky Risk Solutions (Pty) Ltd to apply for local or foreign patents, registered design or trademarks in respect thereof;



2.5.3. In those countries in which a patent or design application may only be filed in the name of the author, he will at request of the Emerald Sky Risk Solutions (Pty) Ltd, but at the latter's expense, sign the documents as may require by the Emerald Sky Risk Solutions (Pty) Ltd to enable a patent or design application to be filed therein of such Industrial Property and subsequently to assign the same to the Emerald Sky Risk Solutions (Pty) Ltd.

**Note: All signatories to this contract must initial all the preceding pages**

THUS, DONE and SIGNED at \_\_\_\_\_ on the \_ day of \_\_\_\_\_ 2\_\_\_\_ in the presence of the undersigned witnesses:

AS WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

For **BASTION TRAINING ACADEMY**

\_\_\_\_\_  
F.J Wentzel, Chief Executive Officer  
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