LOGO AGREEMENT

between

SUSTAINABILITY INITIATIVE OF SOUTH AFRICA (SIZA)

and

_____-

AGREEMENT

The Parties to this agreement are –

THE SUSTAINABILITY INITIATIVE OF SOUTH AFRICA NPC

Registration No. 2016/167673/08

herein represented by Retha Louw duly authorised thereto

("SIZA")

and

_____

Registration No._____

herein represented by _____ duly authorised hereto

("the Member")

The Parties agree as set out below

1 INTERPRETATION

1.1 In this agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 "**Agreement**" means the agreement contained in this document, including any annexures hereto;

1.1.2 "**Business Day**" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.1.3 "**Commencement Date**" means _____;

1.1.4 **"including**" (or words of similar meaning) means to include "*without limitation*" and if the expression is used with reference to specific examples the *eiusdem generis* rule shall not apply;

1.1.5 **"law**" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive,

ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) or any statutory or regulatory body which has the force of law;

1.1.6 "**Non-Biodigradable**" means materials that cannot be decomposed by bacteria and/or other natural processes.

1.1.7 "**Non-Recyclable**" means materials that cannot be recycled.

1.1.8 "**Parties**" means the entities referred to in the preamble hereto and "**Party**" shall mean either of them;

1.1.9 ***"*Rights Package*"*** means the rights as set out in Annexure A1 hereto granted to the member in terms of this agreement.

1.1.10 "**SIZA logo**" means the SIZA trademarks and logo ("device") as set out in Annexure A2 hereto, and represents a commitment to sustainable social and environmental practices within the business making use of the logo. The SIZA logo is directly connected to the SIZA company name and brand and therefore embodies strict values and confidence across both the Social and Environmental Standards and code of conduct.

1.1.11 "**Signature Date**" means the date on which this Agreement is signed by the Party signing last in time;

1.1.12 any reference to –

1.1.12.1 the singular includes the plural and vice versa;

1.1.12.2 natural persons includes juristic persons and vice versa;

1.1.12.3 any law means the relevant enactment or legislative measure as at the Signature Date and as amended or re-enacted from time to time;

1.1.12.4 a Party includes a reference to that Party's successors in title and assigns allowed at law.

1.2 The words "**shall**" and "**will**" and "**must**" used in the context of any obligation or restriction imposed on a Party have the same meaning.

1.3 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.4 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 the term has not been defined in this interpretation clause.

1.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the interpretation clause.

1.6 If any period is referred to in this Agreement by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the first day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.

1.7 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.

1.8 This Agreement shall be governed, interpreted and enforced in accordance with the laws of the Republic of South Africa from time to time.

2 INTRODUCTION

2.1 SIZA provides a platform for agricultural stakeholders to ensure ethical and environmentally sustainable trade. This platform monitors care for the environment and compliance with labour legislation. The aim is to encourage continuous improvement in practices over time in excess of the minimum legal requirements.

2.2 **Membership** to the SIZA programme assures customers that organisations are evaluated for their full commitment to SIZA principles via desktop verifications.

2.3 **Third-party audits** allow members to achieve a level of compliance in accordance with the SIZA programme criteria through an on-site Social/Ethical and/or Environmental audit conducted by an approved third-party audit company.

2.4 The Parties wish to record their agreement in this respect in writing.

3 COMMENCEMENT AND DURATION

3.1 This Agreement commences on the Commencement date and will endure until the Member is no longer a member of SIZA or until this agreement is terminated in terms of clause 10 below.

4 DUTIES OF THE MEMBER

4.1 The member's MySIZA membership profile, SAQ’s and audit information must be active and up to date at all times.

4.2 When a company wants to use the SIZA logo on packaging material, it remains the sole responsibility of that company to ensure that his/her practices or the suppliers from which products are sourced, uphold the terms and conditions of the use as set out in this agreement. If a buying company fails to accurately monitor supplier compliance to the SIZA programme, and it is found that one or more suppliers do not meet the terms and conditions as set out in this policy, the lawful use of the SIZA logo on all the packaging material used by the buying company, will be suspended with immediate effect.

4.3 Retailers, Import and Export companies are not allowed to use the logo on packaging material which do not contain content from a supplier who are not a SIZA member. The re-use of packaging material to include other products which are not related to SIZA are prohibited.

Infringements to these rules could lead to sanctions as indicated in clause 10 below.

5 RIGHTS PACKAGE

Subject to the Member having complied with its obligations in terms of clause 4, SIZA grants the Member, with effect from the Commencement Date, the rights forming part of the Rights Package, for the duration of this Agreement. The Member accepts such rights.

6 USE OF TRADEMARKS AND LOGOS

6.1 SIZA hereby grant to the Member the right to reproduce and use the SIZA's logo and trademark as is agreed to hereto, subject to the following terms and conditions:

6.1.1 the Member shall not use the SIZA trademark, in any manner, which reflects unfavourable upon the good name, reputation and image of SIZA, and not in any manner, which is contrary to applicable laws and regulations

6.1.2 the Member shall not use the SIZA trademark, in any manner, that is unfavourable to the environment and human health. The appearance of the SIZA trademark on packaging that is harmful to the environment i.e. non-recyclable and/or non-biodegradable materials is strictly prohibited.

6.1.3 All uses by the Member of the SIZA's trademarks shall accurately reproduce the colour, design and appearance as instructed in writing from time to time by SIZA.

6.1.4 The Member shall submit all representative samples and all promotional and/or advertising materials to be used in connection with SIZA and bearing SIZA's trademarks, to SIZA for prior written approval.

6.1.5 Nothing in the Agreement shall be construed as conferring ownership rights or other interests not described herein in the trademarks of SIZA to the Member.

6.1.6 If any member fails to adhere to the SIZA programme or membership requirements, the use of the SIZA logo will be illegal and SIZA has the right to prosecute the user of the continued use of the logo.

6.1.7 The use of the SIZA logo will be valid for agricultural suppliers if a third-party audit was conducted at the business and achieved a Silver, Gold or Platinum risk-rating.

6.1.8 A valid SIZA membership entitles the business/person to distribute and market the products under the trademark, only to the extent that these products have met the requirements of the SIZA Social and/or Environmental Standards.

6.1.9 The logo may not be altered in any way and must always remain in exact corporate colour and format (as specified in the SIZA Logo Use agreement).

6.1.10 SIZA members may only use the SIZA logo in a professional capacity.

6.1.11 Retailers, producers and other organisations that signed up for SIZA membership may use the logo in promotional material, websites, flyers, business cards and in business-to-business communication if they have prior approval from SIZA. Under no circumstances are they allowed to use the logo if the design was not cleared with SIZA.

7 DISPARAGEMENT OF GOOD NAME

7.1 SIZA acknowledges that the Member's sole purpose for acquiring the Rights Package is to create a greater awareness of its brand and to enhance its good name and accordingly undertakes not to act in any such a way as to disparage, dilute and/or affect the good name of the Member. In turn, the Member undertakes not to act in any way as to disparage, dilute and/or affect the good name of SIZA.

7.2 Notwithstanding anything to the contrary contained in this Agreement, each Party ("**the affected party**") shall, in the event that the other Party acts in such a way as to materially disparage, dilute and/or affect the affected Party's good name, be entitled (without prejudice to any other rights which the affected party may have at law or in terms of this Agreement) to forthwith terminate this Agreement without incurring any liability of whatsoever nature to the other Party as a result of such termination.

8 WARRANTIES

8.1 SIZA hereby warrants that it is entitled and authorised to grant the Rights Package to the Member.

8.2 Both parties hereby warrant that –

8.2.1 it has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of, this Agreement;

8.2.2 the obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations;

8.2.3 all authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Agreement and to ensure that the obligations expressed to be assumed by in terms of this Agreement are legal, valid, binding and enforceable, have been obtained/effected and are in full force and effect;

8.2.4 the entry into and performance by it of this Agreement does not and will not conflict with any law or regulation applicable to it.

9 FORCE MAJEURE

9.1 Neither Party shall be liable to the other for inability to perform or delayed performance in terms of this Agreement, should such inability or delay arise from any cause beyond the reasonable control of such Party and not caused by any fault of such Party, provided that the existence and/or happening of such cause has been drawn to the attention of the other Party within a reasonable time of occurrence of such a cause ("**a *force majeure* event**").

9.2 For the purposes of this clause, a *force majeure* event shall, without limitation of the generality of the aforegoing, be deemed to include any act of God, strikes, lock outs, accidents, fire, explosions, war (whether declared or not), invasion, any acts of foreign enemies, hostilities, riot, civil insurrection, military uprising, insurrection, rebellion, revolution, military or usurped power, flood, earthquake, lightning, pandemic, action, intervention or decree of local or national government, civil war, any event of *force majeure*.

9.3 The burden of proof of the existence and extent of the alleged *force majeure* event shall rest on the Party claiming *force majeure*.

10 BREACH

10.1 In the event of either of the Parties (hereinafter referred to as "**the defaulting party**") –

10.1.1 committing or allowing the commission of any breach of this Agreement and failing to remedy such breach within a period of seven days after receipt of a written notice from the other party ("**the aggrieved party**") calling upon the defaulting party to so remedy; and/or

10.1.2 repeatedly breaching any of the terms of this Agreement in such manner as to justify the aggrieved party in reasonably holding that the defaulting party's conduct is inconsistent with the intention or ability of the defaulting party to carry out the terms of this Agreement; and/or

10.1.3 committing an act which would have been an act of insolvency within the meaning of section 8 of the Insolvency Act 24 of 1936 had such party been a natural person; and/or

10.1.4 being placed into liquidation (whether provisional or final and whether voluntary or compulsory) or being placed under provisional or final judicial management or attempting to effect a compromise with its creditors or any other arrangements with its creditors necessitated or attributable to the defaulting party being unable to pay its debts,

then and in any such events the aggrieved party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and, without further notice, claim and recover damages from the defaulting party.

11 DISPUTE RESOLUTION

11.1 The dispute resolution procedure contained in Annexure B shall apply to any dispute, claim or difference between the Parties arising out of or relating to this Agreement.

11.2 Notwithstanding the provisions of this clause 11, any Party shall be entitled to approach a competent court of law having jurisdiction to obtain any urgent relief which may be required by such Party.

12 CONFIDENTIALITY

The parties undertake to keep confidential any and all information concerning the terms or subject matter of this Agreement. This confidentiality shall not apply to information that is proven to be in the public domain prior to the Signature Date.

13 NOTICES AND DOMICILIA

13.1 The Parties choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.

13.2 For purposes of this Agreement the Parties' respective addresses shall be –

13.2.1 **SIZA** at: _____

E-mail:_____

for the attention of _____;

13.2.2 **the Member** at: _____

E-Mail: _____

for the attention of _____;

or at such other address in the Republic of South Africa of which the Party concerned may notify the other in writing provided that no street address mentioned in this sub-clause shall be changed to a post office box or *poste restante*.

13.3 Any notice given in terms of this Agreement shall be in writing and shall -

13.3.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

13.3.2 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax 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.

13.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from

the other including by way of telefaxtransmission shall be adequate written notice or communication to such Party.

14 CESSION AND DELEGATION

Neither Party shall be entitled to cede its rights and/or delegate its obligations in terms of this Agreement without the prior written consent of the other Party which consent may not be unreasonably withheld or delayed.

15 NEW LAWS AND INABILITY TO PERFORM

If any law comes into operation subsequent to the signature of this Agreement which law affects any aspect or matter or issue contained in this Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such law.

16 SEVERABILITY

Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.

17 OPERATION

The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.

18 INDEPENDENT ADVICE

Each of the Parties to this Agreement hereby acknowledges and agrees that –

18.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and

18.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.

19 WHOLE AGREEMENT

This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

20 VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives.

21 RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

22 COSTS

Each Party shall bear their own costs of and incidental to the negotiations, preparation and execution of this Agreement.

23 SIGNATURE

23.1 This Agreement is signed by the Parties on the dates and at the places indicated opposite their respective names.

23.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

23.3 The persons signing this Agreement in a representative capacity warrant their authority to do so.

DATED at_____on this___day of_____20___.

AS WITNESSES:

1. _____

2. _____ _____

SIZA

DATED at_____on this___day of_____20___.

AS WITNESSES:

1. _____

2. _____ _____

Member:

ANNEXURE A1 – RIGHTS PACKAGE

1. **DESIGNATION**:

1.1 The Member shall have the right to describe themselves as a member of SIZA;

1.2 The Member shall have the rights to use this name in any marketing, advertising and promotional materials.

2. LOGO RIGHTS:

SIZA members on all levels have the right to apply for the use of the SIZA logo, provided that all the terms and conditions are met as outlined in this policy and a legal agreement is signed with SIZA.

2.1 Trade and Marketing Correspondence

This will include e-mail signatures, letterheads, promotional material or any formal communication which reflects the association of the person/business with the SIZA company.

2.2 Packaging

This will include punnets, trays, cartons, plastics containers or any other material used to contain a product which is associated with an active SIZA member.

2.3 Labeling Solutions or Branding Products

This will include labels by attributes or physical requirements on fruit and vegetables such as Sinclair labels for example.

2.4 Vehicles

This will include personal and operational vehicles such as general motor vehicles, trucks, heavy duty vehicles, etc.

2.5 Commercial Entities

This will include places of business, such as office spaces, retailers, private shopping entities and formal gatherings of business that might be representative of the SIZA company.

2.6 Independent Consultants & Trainers

This will be restricted to approved trainers and consultants registered with the SIZA programme and allowed to conduct training and consultancy pertaining to the SIZA programme.

2.7 All costs related to the usage of this logo will be borne by the Member.

2.8 Copies of the respective parties' logos, all of which have been approved by the parties for use for the duration of this Agreement are attached hereto as Annexure A1.

3. SIZA SOCIAL MEDIA PLATFORMS:

3.1 The Member shall have the right to use SIZA's logo on social media platforms for the purposes of promoting the Member's product and services; special offers, brand messaging and campaigns: The intention being that the Member will be entitled to promote its product and services within reasonable bounds commensurate and associated with this Agreement,

3.2 The Member shall disclose, for prior approval, to SIZA in writing as to the manner, style and content and when they would like to use these media.

3.3 SIZA shall provide all the necessary artwork, photos, graphics, videos, gifs, copy, links and any other format of material, to the Member to upload to the different social media platforms on the agreed platform(s);

3.4 The Member will be responsible for all costs related to procuring the required material;

ANNEXURE A2- LOGO & CAD DRAWINGS

ANNEXURE B

DISPUTE RESOLUTION BY REFEREE

1. Should any dispute arise between the Parties in respect of their rights and duties contained in this agreement, the Parties will meet immediately to try and resolve such dispute. Should they fail to resolve such dispute within 7 (seven) days after such dispute has been declared by any of the Parties, the said dispute will be submitted to a Referee for resolution in terms of the conditions contained herein, if any of the Parties request such resolution, in writing, from the other party.

2. Should urgent circumstances necessitate protection of any of the rights of a Party, such Party will be entitled, notwithstanding the terms hereof, to obtain interim legal relief on an urgent basis from any competent court in anticipation of the ruling of the Referee.

3. The hearing of the dispute resolution will be held:

3.1 At Paarl, as soon as possible after appointment of the Referee at the place and on the date and time as determined by him;

3.2 informally, with only the representatives of the Parties present (which may include a legal representative, except if the Referee rules otherwise);

3.3 on the basis that both Parties should present the Referee and the other Party with a written explanation of their viewpoint, containing full details of the matter according to their opinion, within 5 (five) days of appointment of the Referee;

3.4 according further to the procedure prescribed by the Referee for the resolution of the dispute, without the necessity to abide by formal procedural legal rules, in order to solve the dispute easily, economically and confidentially.

4. The Referee:

4.1 will be entitled in his discretion to make enquiries and/or to obtain evidence and/or to accept further submissions from the Parties;

4.2 will be entitled to consult attorneys, advocates or any other expert in respect of any matter he considers expedient;

4.3 will make a ruling in his discretion in respect of the admissibility, relevancy, and importance of evidence, whether oral or written;

4.4 will, should the agreement be vague or imperfect regarding a substantive issue relating to the dispute, interpret the agreement in such a manner so as to give effect to the general purpose of the Parties as he understands it in the context of the agreement, and which is fair to the parties in the applicable circumstances;

4.5 will announce his ruling within 14 (fourteen) days after it has been requested in terms of clause 1, also taking into account the urgency of the matter in dispute;

4.6 will appoint the party responsible for his costs and that of any consulted expert and that party will pay such costs;

4.7 will act as expert and not as arbitrator.

5. The Referee will, if the matter is:

5.1 mainly a legal matter, be a practicing attorney with at least 15 (fifteen) years' experience;

5.2 mainly an accounting matter, be a practicing independent Chartered Accountant with at least 15 (fifteen) years' experience;

5.3 any other matter, be an independent person appointed by agreement between both Parties.

6. Should the Parties fail to agree on whether the dispute is a legal, accounting or any other matter within 48 (forty eight) hours after a hearing for the dispute was requested, the matter will be considered to be a legal matter.

7. It the Parties fail to appoint a Referee within 48 (forty eight) hours after a hearing for the dispute was requested in terms of clause 1, the Referee will on request by any one of the Parties, be appointed by the Chairperson of the Legal Practice Council of the Western Cape (or his successor in title).

8. The decision of the Referee will be:

8.1 binding on all Parties to this agreement and may, if applicable, be made an order of the High Court of South Africa (Western Cape High Court, Cape Town) on request of any of the Parties in dispute; and

8.2 executed immediately.

9. The Parties agree to keep the proceedings and matter of dispute, as well as any evidence given during the proceedings confidential, and will not, except for the purpose of an order in accordance with clause 8.1, disclose any information to the public.

10. The provisions with regard to the dispute resolution set out above:

10.1 constitute an irrevocable consent by both Parties to any proceedings and neither Party will have the right to withdraw, claim or declare that he/she is not bound to the abovementioned provisions;

10.2 is divisible of the agreement and will be of full force and effect notwithstanding the termination, or invalidity for any reason whatsoever, of the agreement.

_____