

DEED OF DONATION
eCindi (grade R) program

applicable to Black Economic Empowerment (BEE): Code 600/806

ENTERED INTO AND BETWEEN:

EDUCATION EXPERT ACADEMY

(Herein referred to as: "The Provider")

with registered business address

Adrina Building 5, 32 Klinkenberg Street,
Potchefstroom

Herein duly represented by:

Hendrik Johannes Steyn
(Chairperson: Board of Directors)

AND

_____ (Organisation)

Herein duly represented by:

.....

.....

(Herein referred to as: "The Sponsor")

with registered business address and/or main place of business at:

1. WORD DEFINITION AND INTERPRETATION

In this Agreement the following words and terms will have the meaning assigned to them herein:

'The Provider'	<i>Education Expert Academy is a private company (Reg, nr 2006/025144/07; VAT nr 4320229075) with the vision to support attainable, sustainable, affordable and quality education with electronic-mobile teaching-and-learning as its niche.</i>
'Parties'	<i>The parties to this agreement as described in the heading thereof.</i>
'Recipient(s)'	<i>The party/parties nominated by the Sponsor whom the Product will be donated to and delivered by the Provider.</i>
'The product'	<i>The eCindi program is an Early Childhood Development program on grade R-level in digital format including DBD's (digital book disks) and basic teaching aids.</i>
'Delivery'	<i>The Installation/implementation of the product at the place of business of the Recipients. .</i>
'Delivery Address'	<i>The physical address of the recipient(s) where the product will be delivered.</i>

The parties agree that any reference to the singular will also include the plural and vice versa, and any reference to the male will also include the female and vice versa.

When interpreting a number described herein by means of a digit as well as by means of lettering, the parties hereto agree that the description by means of lettering will be followed.

1 THE DONATION

To fund the group(s) in the eCindi program of Education Expert, the Sponsor agrees to donate a yearly payment for each year of the five year agreement. The yearly payment will be in one payment (per year), two payments (per six months) or per monthly payments (12 payments per year). The yearly payment will be determined by the donor (eg according to the previous year's NPAT) at the beginning of each financial year as indicated in Schedule 1.

The Provider agrees to apply the donation at the recipient's delivery address as indicated in schedule 2. The recipients will be agreed upon between the Sponsor and the Provider not later than 30 days after the date of this agreement (some exemptions may apply).

2 TRANSFER OF DONATION

The donation shall be transferred to the following bank account:

Bank:	ABSA
Branch:	630-238
Account name:	Education Expert
Account number:	406 663 5984
Reference:	(your company's name)

The completed agreement as well as the confirmation of deposit should be faxed to (018) 290 8007 or (018) 290 9861 for attention: HJ Steyn or by e-mail to hjsteyn@educationexpert.co.za.

3 DESPATCH AND DELIVERY

- The Provider will confirm that the donation was received within 48 hours.
- The program will be delivered within 22 working days at the recipient(s) as indicated in Schedule 2.
- Confirmation of Delivery will be communicated to the Sponsor by fax at

4 eCINDI CONTENTS & TERMS OF DELIVERY

The Sponsor confirms that it has acquainted itself with the standard, content and pricing of eCindi as well as the standard operating procedures of Education Expert Academy, a copy of which is attached as Schedule 3.

5 AMMENDMENT AND CANCELLATION OF THIS AGREEMENT

- 5.1 The parties agree that no concession and/or indulgence extended by any one party to the other will be deemed to be an abandonment of any of the rights of the parties in terms of this agreement.
- 5.2 The Parties hereto further agree that this written agreement constitutes the entire request and is therefore the only source of knowledge of the request between them. No representation, guarantee or any other provision not included herein, will be binding on the parties hereto.
- 5.3 No amendment of this request or agreement to the cancellation thereof, including this clause, will be binding on the parties hereto, unless such an amendment or cancellation is put in writing and is signed by both parties hereto.
- 5.4 This agreement can be cancelled, with a written notice, by any party at the end of a calendar year.
- 5.5 If the Provider does not meet the terms of delivery the Sponsor will be entitled to a refund of the full donation amount.

6 JURISDICTION

In terms of Section 45 of the Magistrates Court Act 32 of 1944, as amended, the Parties hereto consent to the jurisdiction of the Magistrate Court.

7 ARBITRATION

- 7.1 The Parties agree to settle any and all disputes from this donation agreement through arbitration.
- 7.2 Should any dispute not be resolved within 10 (ten) days of request by any of the parties, the aggrieved party may approach an independent arbiter.
- 7.3 The arbiter should be an attorney or advocate of at least 5 years standing.
- 7.4 Arbitration proceedings will be held in Potchefstroom or Johannesburg, at the election of the aggrieved party, according to the rules of the Arbitration Foundation of Southern Africa.
- 7.5 The decision of the arbitrator shall be final.

8 *DOMICILIA CITANDI ET EXECUTANDI*

The Parties hereto choose the addresses in the heading of this agreement as their respective *domicilia citandi et executandi* for the purpose of service of any pleading and the delivery of any notice. The Parties may change these addresses by means of proper written notice to the other Party, which notice must be delivered to the other Party by means of registered mail.

THUS DONE AND SIGNED ON THIS _____ DAY OF _____ 200__

(obo) THE SPONSOR

WITNESS

WITNESS

(obo) THE PROVIDER

WITNESS

WITNESS

SCHEDULE 1**YEARLY PAYMENT**

The contribution of each year will be completed by the donor at the beginning of each financial year.

Year	Donation	Amount in words
2008	R	Rand
2009	R	Rand
2010	R	Rand
2011	R	Rand
2012	R	Rand

Mark (at the beginning of each financial year) the type of payment, namely yearly, twice a year or monthly.

Year	One payment per year	Two payments per year	Twelve payments per year
2008			
2009			
2010			
2011			
2012			

SCHEDULE 2

RECIPIENTS OF DONATION

Donation of(Sponsor)

The Provider agrees to apply the donation of the Sponsor at the delivery address of the following recipients (the recipients will be provided by Education Expert):

Recipient 1: Name: _____

Address: _____

Recipient 2: Name: _____

Address: _____

Recipient 3: Name: _____

Address: _____

Recipient 4: Name: _____

Address: _____

Recipient 5: Name: _____

Address: _____



HJ Steyn
Chairman: Board of Directors

Date: 10 April 2008

SCHEDULE 3

THE STANDARD OPERATING PROCEDURE REGARDING THE eCINDI PROGRAM

1 The eCindi program: Education Expert responsibilities

The eCindi program should be delivered according to the following conditions:

- a) The program should be delivered on the basis of 4 lessons/day, 5 days/week and 32 week/year.
- b) The program should be quality DBD-based format and should comply with the outcomes of the RNCS (Revised National Curriculum Statements) for Grade R.
- c) The support of the group/creche/private preprimary school to develop into as sustainable private small enterprise should include a gradual development of the competencies of the personnel according to a five year rolling business plan that should at least include the following:
 - Application of the eCindi program including the skills of facilitation.
 - Application of the minimum skills to manage the healthy feeding of the learners
 - The identification and referral of any health and social problems
 - The acquisition of the minimum skills to manage a small business, including aspects such as strategic planning, construction of a business plan, budgeting and budget control, pricing, marketing and client relations.

A business plan will be provided for each delivery site, according to the unique situation of that centre for ECD.

2 The eCindi program: The sponsor's involvement

The sponsor provides the financial support and gets a yearly report on the functioning of the relevant centre for ECD from Education Expert. The sponsor may visit the Centre at regular intervals (it is recommended) and provides extra assistance, but should do so in consultation with Education Expert. The sponsor should refrain from interference with the day-to-day business and activities of the Centre, except in cases where the direct permission of the daycarer/head of the Centre as well as Education Expert were obtained before hand.

HJ Steyn

Chairperson: Board of Directors

Education Expert Academy

March 2008