

SYSTEM SOFTWARE TERMS AND CONDITIONS

INVESTINGINHUMANS (PTY) LTD (“The Company”)

1. YOUR AGREEMENT TO THESE TERMS

By utilising the System Software or otherwise being granted access to the Intellectual Property of the Company, as defined below, you agree to and are bound by, the terms set out herein.

2. INTERPRETATION

In this Agreement, the following expressions bear the meanings assigned to them below and cognate expression bear corresponding meanings;

- 2.1.1 “*Confidential Information*” means confidential information in general which relates to the Company, including, but not limited to, service methods, tests, test contents, System Software, assessments, finance methods, operating methods, policies, formulae, processes, systems, sources of supply, business methods, inventions, staff welfare, internal control systems, policies and strategies, security methods, control arrangements and financing techniques, personnel, strategic plans, any software and or database information and other matters which relate to the business of the Company in respect of which information is not readily available;
- 2.1.2 “*Intellectual Property*” means the expression and/or representation of an intellectual and/or creative process and includes, but is not limited to, any text, images, data, multimedia, ideas, source code, concepts, know-how, data processing techniques, test and assessment structures, content of workshops, the restaurant university and/or other classes, contents of user and store audits and surveys, reports, copyrights, trademarks, logos, patents, designs, inventions, whether registered or not, attaching to the System Software;
- 2.1.3 “*System Software*” means any and all software which made available by the Company to you or your staff, and which may include, but shall not be limited to, tests, assessments, classes, reports, and the like.

3. CONFIDENTIALITY AND NON-DISCLOSURE

- 3.1 During the term of your engagement with the Company, you may acquire considerable Confidential Information relating to the Company.
- 3.2 The Confidential Information is of considerable value to the Company, and the Company has in the past and will in the future continue to protect such information.
- 3.3 It is understood and agreed that, in the event that you use the Confidential Information, then the Company will suffer considerable loss.
- 3.4 You agree that the Confidential Information disclosed by the Company or any member of its Group to you, or any member of your company in the dealings between you and the company, in the carrying out of any Services and/or in relation to the completion of any Project, or in any other instance, shall be used solely in connection with the rendering of the Services and/or the business relationship and engagement between you and the Company.
- 3.5 In order to protect the interests of the Company, you undertake that you will not reveal to any person, firm, or corporation, the Confidential Information, procedures or dealings or any information concerning the functions, transactions or affairs of the Company, and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Company, as the case may be, or may be liable to do so.
- 3.6 Furthermore, you hereby agree not to exploit or turn such Confidential Information to account otherwise than in the interest of the Company, apart from, during the term of our engagement, any reports which may contain Confidential Information, may be used strictly for the purposes of improving staff performance. To this end you agree that your obligations include, without limitation, the following:

- 3.6.1 to hold the Confidential Information in confidence and to take all reasonable security precautions to maintain the confidentiality of such Confidential Information which will include without limitation, applying the same degree of care and security precautions as you take to protect your own Confidential Information;
- 3.6.2 not to copy, or otherwise duplicate, in any form, such Confidential Information, or knowingly assist or allow anyone else to copy or otherwise duplicate any of such information in the possession or under the control of you without the Company's prior written approval;
- 3.6.3 to restrict the disclosure and/or dissemination of the Confidential Information to only those of your staff who are actively involved in activities for which use of Confidential Information is authorised, and then only on a "need to know" basis and you shall initiate, maintain and monitor internal security procedures;
- 3.6.4 advise the Company promptly upon becoming aware of any loss, disclosure, or duplication of Confidential Information whether authorised or not, or the breach of confidentiality, use or misappropriation of the information;
- 3.6.5 not to reverse engineer, decompile or disassemble any inventions, designs, software, assessments, tests, reports, System Software structure, or programs forming, or potentially forming part of the Confidential Information.
- 3.6.6 you will not publish any Confidential Information without the prior written approval of the Company.
- 3.6.7 except as permitted by these terms and conditions, not to disclose or publish any Confidential Information in any manner, for any reason or purpose whatsoever without the prior written consent of the Company and provided that in the event of the Confidential Information being proprietary to a third party, it shall also be incumbent on you to obtain the consent of such third party
- 3.6.8 to take all practical steps, both before and after disclosure, to impress upon your staff, contractors, representatives and/or agents who are given access to Confidential Information, the secret and confidential nature thereof.
- 3.7 All Confidential Information disclosed to you by the Company, is acknowledged –
 - 3.7.1 to be proprietary to the Company who disclosed the Confidential Information or, where applicable, the relevant third party proprietor; and
 - 3.7.2 not to confer any rights of whatsoever nature in such Confidential Information on you.
- 3.8 You shall protect the Confidential Information in the manner, and with the endeavour, of a reasonable person protecting its own Confidential Information. Under no circumstances will you use less than reasonable efforts to protect the confidentiality of the Confidential Information.
- 3.9 The Company may at any time on written request to you, require you to immediately return any Confidential Information and may, in addition, require you to furnish a written statement to the effect that upon such return, you have not retained in your possession or under your control, either directly or indirectly, any such Confidential Information or material. Alternatively, you shall, as and when required by the Company and on written request, destroy all such Confidential Information and material and furnish a written statement to the Company to the effect that the same has been destroyed.
- 3.10 This clause shall survive termination of the engagement between yourself and the Company, for any reason whatsoever.

4. INTELLECTUAL PROPERTY RIGHTS AND GOODWILL

Notwithstanding anything contained in this Agreement, all Intellectual Property rights in and to the System Software shall remain the Company's and nothing herein shall be construed as transferring any such Intellectual Property rights to you.

5. DATA COLLECTED BY THE SYSTEM SOFTWARE

Through the use of the System Software, you and/or your staff will submit certain information to it, which will, in turn, be stored in the System Software, and or rendered in a report. This information will always be regarded as the property of the Company, with its granting you a revocable license to utilise the information and data so collected strictly for the needs of your business, and only for the duration of the engagement with the Company.

6. WHO WE ARE

The website under primary domain www.investinginhumans.com is operated and administrated by InvestingInHumans (Pty) Ltd, a private company duly registered and operated under the laws of South Africa, with registration number 2014/267388/07 and with registered office at 369 Queens Crescent Lynnwood 0081, Pretoria, Gauteng, South Africa

7. WEB SITE USE

- 7.1 Users of our website, whether or not registered, must be over 13 years of age. If you are under 16, you must first obtain the consent of your legal guardian to use or register on the Site. Investinginhumans (Pty) Ltd withholds the right to suspend use of any user or user profile, should it be found that the necessary consent is lacking or absent.
- 7.2 You may view the content available on the Site for your private, non-commercial use, and, commercial use, should you have a valid, enforceable Service Level or other Agreement with The Company. You may occasionally print individual website pages, provided that such printing is not substantial or systematic and our trade marks, copyright and trade mark notices, are not removed.
- 7.3 Distribution of copyrighted material is strictly prohibited and InvestingInHumans (Pty) Ltd withholds the right to legally pursue any individual or entity whom abuses its copyright.
- 7.4 Unless otherwise stated in these Terms and Conditions, you must not (whether directly or indirectly):
 - 7.4.1 distribute, sell or offer to sell all or any part of our website or any content, files or data from the Site;
 - 7.4.2 copy, download, or store any content, files or data from the Site to make or populate a database or publication of any kind whatsoever, provided that for the avoidance of doubt this is not intended to restrict copying of an insubstantial part of any such material or where you are able to show "fair dealing" with it, in each case in accordance with the laws governing Copyright, Designs and Patents of in the Republic of South Africa.

8. THIRD PARTY SITES/RESOURCES

Where the Site contains links to other sites and resources, which are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or responsible for the content or operation of third party sites or resources. You should read any user Terms and Conditions, Privacy Policies and the like on third party sites, as they are likely to differ from ours. If you see something which you reasonably believe breaches these Terms, please contact us on management@investinginhumans.com

9. YOUR PERSONAL INFORMATION

We will use your personal information in accordance with our Privacy Policy, which forms part of these Terms and Conditions.

10. OUR LIABILITY

- 10.1 We make no representations or warranties with respect to the Website or its content, All warranties, express or implied, including without limitation the implied warranties of satisfactory quality and fitness for purpose relating to the Website and/or its content and/or any web site to which is linked are hereby to the fullest extent permitted by law excluded. No representations or warranties are given as to the accuracy or completeness of the information provided on the Site, or any web site to which it is linked and at all times E&OE.
- 10.2 Except for liability for fraudulent misrepresentation or deliberate breach of these Terms and

Conditions by us, we are not liable for:

- 10.2.1 any action you may take as a result of relying on any information provided on the Website or for any loss or damage suffered by you as a result of you taking this action;
- 10.2.2 any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the Website;
- 10.2.3 any liability for losses which are not a foreseeable or likely consequence of
 - (i) your use of the Website, or
 - (ii) a breach of these Terms and Conditions.
- 10.2.4 any business loss connected with your trade, business or profession.
- 10.3 Without prejudice to the generality of the foregoing, we are not responsible or liable in any way, if you are unable to access the Website properly or at all, or if some of its features are unavailable to you because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the Internet or limitations in the capability of your accessing device.
- 10.4 The Website relies in part on software to work. Software has bugs. Whilst we will monitor the Website and try to fix bugs, we cannot guarantee that the Website or any individual feature of the Website will be error free at all times, available all the time and/or free from viruses.

11. MAINTENANCE OF THE SITE

- 11.1 In order to ensure that your use of our Website is as user friendly as possible, we need to fix bugs, install updates and do general diagnosis and maintenance of the Website. We will try to do scheduled maintenance during times when we anticipate that online use is lower than normal to ensure you are inconvenienced as little as possible.
- 11.2 We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do so. We will try to have the Website available again as soon as we think it is safe to do so.

12. VALIDITY OF THESE TERMS

If any part or provision of these Terms and Conditions are found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision contained herein or any other policies applicable to our Website.

13. JURISDICTION AND APPLICABLE LAW

These Terms are governed by the laws of the Republic of South Africa. The South African courts shall have exclusive jurisdiction over any dispute out of these Terms and Conditions.

InvestinginHumans Privacy Policy

This Privacy Policy is effective as of: 1 October 2015 ("Effective Date"), as may be updated and/or amended from time to time.

READ THIS POLICY CAREFULLY BEFORE USING ANY OF OUR SERVICES. YOUR CONTINUED USE OF OUR SERVICES INDICATES THAT YOU HAVE BOTH READ AND AGREE TO THE TERMS OF THIS POLICY. YOU CANNOT USE THIS, OUR ANY OF OUR SERVICES IF YOU DO NOT ACCEPT THIS POLICY. SHOULD YOU FAIL AND/OR REFUSE TO ACCEPT THIS POLICY, YOU ARE ADVISED TO CEASE USE WITH IMMEDIATE EFFECT. ALL SECTIONS OF THIS POLICY ARE APPLICABLE TO YOU UNLESS THE SECTION EXPRESSLY STATES OTHERWISE.

1. INFORMED CONSENT

- 1.1 You, as the user of this website, under www.investinginhumans.com or any variation of thereof, together with the services offered by InvestingInHumans, hereby consent to the collection of personal information, for the use and recordkeeping as defined hereunder and/or as may be required by the laws of the Republic of South Africa.

- 1.2 Should you not agree with the above consent, you are to leave these aforesaid domain and refrain from the use of this website and the services it may offer immediately.

2. PRIVACY POLICY

- 2.1 For purposes of this section, "*Personal Information*" will be understood in accordance with the definition provided in the Protection of Personal Information Act 4 of 2013 ("the Act"). InvestinginHumans ("the Company") also subscribes to the principles relating to the electronic collection of personal information outlined in the Act, and all further legislation referred to therein. We endeavour to ensure the quality, accuracy and confidentiality of Personal Information in our possession.
- 2.2 In adopting this Privacy Policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy. Accordingly, we will take all reasonable steps to prevent unauthorised access to, or disclosure of your Personal Information. However, it is impossible to guarantee that your Personal Information shall be completely secure.
- 2.3 Users will be prompted to register an account, whether by email, or by virtue of the use of a software interface. In so doing, users will be asked to provide certain information in relation to themselves, their branch, and/or their staff members, which information shall include, but not be limited to:
 - 2.3.1. First Name;
 - 2.3.2. Surname;
 - 2.3.3. Race;
 - 2.3.4. Email;
 - 2.3.5. Sex;
 - 2.3.6. Company/ CC / Business name.
 - 2.3.7 Any required identifying number as required by the Company
- 2.4 To the extent that a user provides Personal Information on behalf of any other Data Subject, as defined in the Act, you as the user warrant that you have obtained necessary consent and/or authorisation required to provide such Personal Information for and on behalf of such third party, and in this regard, you agree to hold us harmless, in relation to any resulting damages, harm, or other loss, which may be suffered by the particular Data Subject as a result of your failing to obtain the necessary consent from the Data Subject.
- 2.5 We will attempt to limit the types of Personal Information we process, to only that to which you consent to, but, to the extent necessary, your agreement to these terms, and acceptance of this Privacy Policy, constitutes your consent as contemplated in Section 69 of the Act.
- 2.6 Payment information in respect of any monthly debit order shall be retained by us for use to process such debit order.
- 2.7 The Company will not collect, use or disclose sensitive, special personal information (such as information about racial or ethnic origins, sexual orientation, trade union membership or political or religious beliefs, where relevant) except with your specific consent or in the circumstances permitted by law. By agreeing to these Terms, your continued use of our services, alternatively on each occasion you provide us with such sensitive personal information, shall be construed as your specific consent in relation to this clause.
- 2.8 By agreeing to the terms contained in this Policy, you consent to the use of the Personal Information for the following reasons:
 - 2.8.1 The provision and performance of any services;
 - 2.8.2 Informing you of changes made to our services;
 - 2.8.3 Responding to any queries or requests that you may have;
 - 2.8.4 Developing a more direct and substantial relationship with users, their branches, and/or staff for the purposes described in this clause;
 - 2.8.5 Developing an online or off-line user/staff profile, whilst linking the results of tests and assessments

as taken by users and/or staff to their respective profiles;

- 2.8.6. Understanding general user trends and patterns so that we can develop and support existing and ongoing marketing strategies for our services;
- 2.8.7. For security, administrative and legal purposes; and
- 2.8.8. The creation and development of market data profiles which may provide insight into market norms, practices and trends to help us improve our service offering to you. Such information will be compiled and retained in aggregated form, but shall not be used in any way which may comprise the identity of a user.
- 2.8.9 We will hold these details in our database and use such personal information to respond to your questions and comments. We may also use such personal information to evaluate the quality of our products and services, as well as for statistical purposes. We will hold your personal information in our database for an extended period of time. Your information will not be purged from our database, and will be deactivated in the event that you cease being a current / active customer/user. By acceptance of this Privacy Policy, you provide your express consent that your personal information may be retained by the Company, for a minimum period of 7 (SEVEN) years, after the date on which you are no longer an active user/customer, and you acknowledge and consent thereto that, upon the time when your membership and/or active status is revived, your personal information will be re-activated on the database.
- 2.9 Although absolute security cannot be guaranteed, InvestinginHumans has in place up-to-date, reasonable technical and organisational security measures to protect your Personal Information against accidental or intentional manipulation, loss, misuse, destruction or against unauthorised disclosure or access to the information we process.
- 2.10 While we cannot ensure or warrant the security of any Personal Information you provide us, we will continue to maintain and improve these security measures over time in line with legal and technological developments.
- 2.11 We store your Personal Information directly, or alternatively, store your Personal Information on, and transfer your Personal Information to, a central database. If the location of the central database is located in a country that does not have substantially similar laws which provide for the protection of Personal Information, we will take the necessary steps to ensure that your Personal Information is adequately protected in that jurisdiction.
- 2.12 Your information will not be stored for longer than is necessary for the purposes described in these Terms or as required by applicable legislation.
- 2.13 The Personal Information InvestinginHumans collects from users shall only be accessed by InvestinginHumans employees, representatives and consultants on a need-to-know basis, and subject to reasonable confidentiality obligations binding such persons, and to the Businesses reviewing any statistical surveys so taken.
- 2.14 InvestinginHumans shall have the right, but shall not be obliged, to monitor or examine any information that you submit to InvestinginHumans. You shall be solely responsible for the contents of all material submitted by you.
- 2.15 We constantly review our systems and data to ensure the best possible service to our users. We do not accept any users under 18 years of age or who otherwise do not have the relevant capacity to be bound by these terms.
- 2.16 We reserve the right to sell, share, or rent your Personal Information to any third party, however before any such Personal Information is sold, shared or rented to any third party, your further consent will be obtained, by means of Short Message Service, or email. Failure to respond to the request within 48 (FORTY EIGHT) hours, shall be regarded as consent given.
- 2.17 We reserve the right to transfer any information we have about you in the event that we sell or transfer all or a portion of our business or assets to a new owner. However, should such a sale or transfer occur, we will use reasonable efforts to direct the transferee to use information you have provided through our website in a manner that is consistent with this Privacy Policy, and in that way

retain the protection of your personal information.

- 2.18 We collect certain aggregated and non-personal information when you visit our website. Aggregated and non-personal information does not relate to a single, identifiable visitor. It tells us information such as how many users visited our website and which pages were accessed. By collecting this information, we learn how to best tailor our website to our visitors. We collect this information through “cookie” technology. Cookies: Like many other Websites, we use “cookies” on our website. Cookies are bits of text that are placed on your computer’s hard drive when you visit certain websites. We use cookies to tell us, for example, whether you have visited us before or if you are a new visitor and to help us identify site features in which you may have the greatest interest. Cookies may enhance your online experience by saving your preferences while you are visiting a particular site. Most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. This places the use of cookie technology in your hands as the user. Please note, however, that without cookies you may not be able to take full advantage of all our website features.
- 2.19 We will not use your e-mail address for unsolicited mail.
- 2.20 Any emails sent by InvestinginHumans will only be in connection with the provision of our services.
- 2.21 You may withdraw your consent at any time, by emailing management@investinginhumans.com, bearing in mind that such consent shall not affect the legality of previous processing of your personal information. It should also be considered that any such withdrawal of consent, shall render the business relationship, and therefore, your use of the services and/or software of the Company, impossible.
- 2.22 Should you have any objection or complaint in respect of the processing of your Personal Information by the Company, you are requested to supply a written complaint to the Company's Information Officer, Maritza van Zyl, at management@investinginhumans.com, whom shall endeavour to resolve your complaint within a reasonable time. Should you be dissatisfied with the complaint outcome, or the complaint handling procedure of the Company, you are hereby informed of your right to approach the Information Regulator.
- 2.23 Should there be a breach, and possible compromise of your Personal Information, the Company will, in accordance with Section 22 of the Act, advise you, as well as the Information Regulator of the breach.
- 2.24 This Privacy Policy may be updated periodically and without prior notice to you to reflect changes in our online information practices.

2. Application of The Electronic Communications And Transactions Act 25 Of 2002 (“ECT Act”)

- 2.1. Data Messages (as defined in the ECT Act) will be deemed to have been received by InvestinginHumans if and when InvestinginHumans responds to the Data Messages.
- 2.2. Data Messages sent by InvestinginHumans to a user will be deemed to have been received by such user in terms of the provisions specified in section 23(b) of the ECT Act.
- 2.3. Users acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between users and InvestinginHumans.
- 2.4. Users warrant that Data Messages sent to InvestinginHumans from any electronic device, used by such user, from time to time or owned by such user, were sent and or authorised by such user, personally.
- 2.5. Information to be provided in terms of section 43(1) of the ECT Act:
- 2.5.1. All services, products and infrastructure is owned and operated by Investinginhumans (Pty) Ltd, a South African private company.
- 2.5.2. Address for service of legal documents: 369 Queens Crescent Lynnwood 0081 South Africa marked for the attention of Maritza Van Zyl, Contact Number: +27 0615073073

2.8. The Designated Information Officer of the Company is Maritza van Zyl, whom can be contacted on management@investinginhumans.com