

Addendum to Terms and Conditions for Train the Trainer Certificate Programme

This document sets out the terms conditions upon which Bwise Training Solutions (Pty) Ltd (registration number 2022/660189/07) trading under the name and style of “**eq4me**” (hereinafter referred to as “**eq4me**”) agrees to present the Train the Trainer Certificate Programme (“**the Programme**”) to you and/or your employee (“**the Participant**”). By signing these terms and conditions in person, or otherwise by making payment of the associated Programme fees to eq4me as set forth herein below, you acknowledge that you have read, understood, and accepted all of the terms set forth herein.

1. PROGRAMME ENROLLMENT

- 1.1. In order to be eligible for enrolment in the Programme, the Participant shall be required to have completed Matric/Grade 12 and hold a valid Matric Certificate or equivalent.
- 1.2. Participants are able to enrol in the Programme in one of the following ways:
 - 1.2.1. Applying via email to richard@eq4me.com; or
 - 1.2.2. Directly on the eq4me website, found [here](#).

2. PROGRAMME DETAILS AND ACCREDITATION

- 1.3. The Programme is presented on the dates set forth on the website in one of the following ways:
 - 1.3.1. online via Zoom™ or Microsoft Teams; and
 - 1.3.2. in person at a venue to be determined in eq4me’s discretion (corporate training at the Participant’s premises may be done by prior arrangement).
- 1.4. The Programme is presented through 7 (seven) masterclass sessions of 3.5 (three and a half) hours each in duration, held over a period of 3.5 (three and a half) days.
- 1.5. After the masterclass sessions, the Participant will be required to complete a written assessment, and a practical assessment. The Participant will only successfully complete the Programme and receive accreditation as set forth in clause 2.5 below if:
 - 1.5.1. the Participant has attended all 7 (seven) masterclass sessions to eq4me’s satisfaction; and
 - 1.5.2. the Participant has achieved a mark of 70% (seventy percent) or above for both their written and practical assessments.
- 1.6. The Programme is accredited through the Professional Development Consortium Ltd trading as the CPD Standards Office in the United Kingdom.
- 1.7. Upon successfully completing the Programme, the Participant will be accredited and certified to present the following courses created by eq4me (subject only to the limitations set forth in clause 4 below):
 - 1.7.1. the [EQ Masterclass Series](#); and
 - 1.7.2. the [Leading with Emotional Intelligence Series](#).

3. FEES AND PAYMENT TERMS

- 1.8. The Participant shall be required to pay the full Programme fee to eq4me at least 7 (seven) days prior to the first masterclass session. The Programme fee is as set forth on eq4me’s website, found [here](#). eq4me shall be entitled to change the Programme fee as reflected on their website at any time in their sole discretion. It is specifically

provided that any such Programme fee change shall not impact any Participant who has already paid the Programme fee in full as at the date of the change.

- 1.9. The Programme fee may be paid in one of the following ways:
 - 1.9.1. through the Programme page on eq4me's website, linked in clause 3.1 above; or
 - 1.9.2. via Electronic Funds Transfer ("**EFT**") after receipt of an invoice from eq4me as part of the enrolment process as set forth in clause 1.2.1 above. The invoice shall indicate the relevant banking details for any such EFT payments.
- 1.10. All invoices shall include value added tax as levied under the Value Added Tax Act, 89 of 1991 (as amended), to the extent that value added tax applies.

4. LICENSING AND POST-GRADUATION ENGAGEMENT

- 1.11. Subject to:
 - 1.11.1. the Participant's successful completion of the Programme, which completion includes the factors set forth in clause 2.3 above;
 - 1.11.2. the Participant following the procedures set forth herein below; and
 - 1.11.3. the Participant's ongoing adherence to the conduct requirements set forth in clause 5 below

eq4me hereby grants the Participant a revocable, fully paid-up, non-exclusive, royalty-free, non-transferable, non-sublicensable, worldwide right and license to present the following courses (each a "**Course**" and collectively referred to as "**the Courses**") to third parties on a commercial basis:

- 1.11.4. the [EQ Masterclass Series](#); and
 - 1.11.5. the [Leading with Emotional Intelligence Series](#).
- 1.12. In presenting the abovementioned courses, the Participant agrees to adhere to the following procedure:
 - 1.12.1. the Participant shall be entitled to market the Courses to the general public, provided that eq4me approves any marketing collateral and campaigns created by or on behalf of the Participant prior to such marketing collateral and/or campaign being put into effect;
 - 1.12.2. upon receipt of an indication from a third party that they would like to enrol for one of the Courses, the Participant may charge such third party any fee that they deem fit in the circumstances for such enrolment (it is, however, suggested that the Participant be guided by prices listed on eq4me's website);
 - 1.12.3. upon receipt of payment, the Participant shall provide such third-party's email address to eq4me, whereafter eq4me shall invoice the Participant for the relevant fee for the associated Course as set out on eq4me's website (which fees eq4me shall be entitled to increase from time to time in their sole discretion);
 - 1.12.4. upon receipt of payment, eq4me shall provide the third party with a unique coupon code, which code shall be redeemable on eq4me's website, thereby providing the third party with access to the relevant Course materials and to eq4me's eLearning platform;
 - 1.12.5. the third-party enrollee's assessments shall be performed by an authorised representative of eq4me; and

- 1.12.6. if the third-party enrollee successfully attends all 6 (six) masterclass sessions during a Course, they shall receive a CPD Certificate of Attendance. Should the third-party enrollee attend all 6 (six) masterclass sessions during a course, and achieve a pass mark of at least 70% (seventy percent), they shall receive a CPD Certificate of Completion.

5. PARTICIPANT CONDUCT

- 1.13. During the course of the Programme, and at all material times while presenting the Courses, the Participant agrees that they shall not:
 - 1.13.1. present any Courses to any third parties without remunerating eq4me as set forth in clause 4.2 above;
 - 1.13.2. bring the name of the Courses or eq4me into disrepute in any manner whatsoever;
 - 1.13.3. deviate from the suggested content of the Courses.
- 1.14. Should eq4me receive any complaints from any third parties regarding the Participant's conduct while presenting the Courses, eq4me shall investigate each such complaint, and upon finding that such complaint has merit, institute disciplinary measures as set forth below.
- 1.15. For the first complaint received, eq4me shall be entitled in their discretion to require that the Participant complete remedial training.
- 1.16. For repeat complaints (or should the first complaint received be of a sufficiently serious nature in eq4me's reasonably-exercised discretion), or should the Participant commit any of the acts listed in clause 5.1 above, then in such event eq4me shall be entitled in their sole and unfettered discretion to remove the Participant's accreditation and revoke the license granted to the Participant in terms of clause 4 above.

6. INTELLECTUAL PROPERTY

- 1.17. For the purpose of this Agreement, "**Intellectual Property Rights**" means all and any of the rights in and to eq4me's intellectual property including (without limitation) the rights in and to the content, course materials, and methodologies inherent within the Programme and any other courses on the eq4me website (including, without limitation, the courses listed in clause 2.5 above), designs, technical drawings and any draft version, material combination, sample references, trade names, logos, patents, production methods, inventions (whether patentable or not), presentations, plans, diagrams, wire-frames, screen shots, know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, database rights, rights in respect of any new or existing compilation of any data or information not covered under any existing copyright, any registration of such rights and applications and rights to apply for such registrations, as well as any confidential information or processes which belong to eq4me ("**Intellectual Property**").
- 1.18. eq4me's Intellectual Property may only be used by the Participant as specifically authorised in terms of this Agreement, or otherwise in writing by eq4me. Unless expressly stated otherwise, the Participant shall forthwith discontinue the use of the Intellectual Property upon termination of this Agreement.
- 1.19. The Participant may not, without eq4me's express written permission, use, sell, copy, manipulate or remix any intellectual property inherent in the Programme (or the courses listed in clause 2.5 above) and/or any of eq4me's Intellectual Property (as defined in clause 6.1 above) for its own or anyone else's benefit, in perpetuity, and in all formats and on all platforms.

- 1.20. The Participant shall immediately give notice in writing to eq4me if it becomes aware of any infringement or suspected infringement of any Intellectual Property relating to eq4me by the Participant or any third party.

7. **CONFIDENTIALITY**

- 1.21. “**Confidential Information**” means all disclosed information and materials, whether marked as confidential or not and of any nature or form, including without limitation, all information:

1.21.1. relating to the Programme as a whole, or otherwise relating to any of the courses listed on the eq4me website (including, without limitation, the courses listed in clause 2.5 above); and

1.21.2. relating to any design, process, drawing, photograph, sketch, physical or digital sample, technique, material combination, trade secret, know-how, idea, information, intellectual property rights, marketing idea, business method, pricing plan and strategy, supplier, manufacturer, research, or any combination thereof used, possessed, owned and/or being developed by eq4me

that is being presented to the Participant by eq4me at any time.

- 1.22. The Confidential Information may not be used by the Participant for any purpose or be disclosed by the Participant to another party without eq4me’s express prior written permission, or otherwise as may be authorised by these terms.

- 1.23. If the Confidential Information is used by the Participant for any purpose other than as authorised by these terms or is disclosed by the Participant to another party, this will cause eq4me to suffer, amongst other things, loss of goodwill, damages and material financial loss.

- 1.24. The parties agree that a claim for monetary damages pursuant to a breach of this agreement would be an adequate remedy. The parties further agree that when calculating the damages suffered as a result of a breach of this agreement, any lost goodwill and non-patrimonial prejudices suffered shall be taken into account.

8. **DATA PROCESSING**

Each of the parties warrants to and in favour of the other party that they shall each adhere to the roles and responsibilities applicable to them in relation to the processing of any personal information belonging to the other party in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 (as amended) and/or the General Data Protection Regulation (Regulation (EU) 2016/679).

9. **INDEMNITY**

- 1.25. eq4me warrants to and in favour of the Participant:

1.25.1. that it is the owner and/or licensed rights-holder in relation to the Programme and the Courses and is accordingly entitled and authorised to grant the rights and perform the obligations as set out in these terms;

- 1.26. The Participant agrees to indemnify and hold eq4me harmless from and against any and all actions, claims, demands, proceedings or judgments (collectively “**claims**”) and any and all losses, liabilities, damages, costs, charges and expenses (collectively “**losses**”) of whatever nature and in whichever jurisdiction, which may be instituted, made or alleged against, or are suffered or incurred by the Participant relating to their participation in the Programme or the Courses under this Agreement.

10. **DISPUTE RESOLUTION**

- 1.27. Should any dispute, disagreement or claim arise between the Participant and eq4me concerning any matter relating to these terms, the Programme, or the Courses, the

parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, it shall be resolved with the assistance of any applicable regulator, or finally, in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator appointed by AFSA.

- 1.28. The parties both agree that in no circumstance will either party publicize the dispute on any social media or other public platforms. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a claim against the infringing party.

11. SERVICE ADDRESS

Each of the parties choose *domicilium citandi et executandi* for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purposes arising from this Agreement at their respective addresses as follows:

For eq4me: 1 Gentian Street, Weltevredenpark, Roodepoort, Johannesburg, South Africa, 1709

For the Participant:

12. GENERAL

- 1.29. Relationship Between the Parties - The relationship of the parties, *inter se*, shall be governed by these Terms and nothing contained herein shall be deemed to constitute a partnership, joint venture, employer/employee agreement, agency agreement, or the like between them. No party shall by the reasons of the actions of the other party incur any personal liability as co-partner to any third party.
- 1.30. Force Majeure - If either party is prevented, whether in whole or in part, or delayed from performing any of its duties, functions or obligations under these Terms, whether timeously or at all, due to an event out of their control (which for the purposes hereof shall mean war, political riots, civil commotions, electrical load-shedding or surges, legal prohibitions or restrictions, epidemics, pandemics, governmental lockdowns, fire, floods or other similar natural disasters), then such failure shall not constitute a breach under these Terms, and the obligation to perform shall be suspended to the extent and during the continuance of such prevention provided that the parties shall use their reasonable commercial endeavours to minimise any delay occasioned
- 1.31. Change Without Notice - These Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective once we upload the amended Terms to the eq4me website. The Participant's continued exploitation of the license granted in these Terms constitutes the Participant's acceptance to be bound hereby, as amended. It is the Participant's responsibility to read these Terms periodically to ensure that they are aware of any changes.
- 1.32. Entire Agreement - This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 11.3, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 1.33. No Indulgence - No indulgence, leniency or extension of time granted by eq4me shall constitute a waiver of any of eq4me's rights under these Terms and, accordingly, eq4me shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the client which may have arisen in the past or which might arise in the future.
- 1.34. Importation of Words - Words importing the singular will include the plural and *vice versa*. Words importing one gender will include the other genders, and words

importing persons will include partnerships, trusts, and bodies corporate, and *vice versa*.

- 1.35. Headings as Reference - The headings to the paragraphs in these Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 1.36. Governing Law - Your access and/or use of the Programme and the Courses and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 1.37. Failure to Pay - In the event of a user failing to pay any amount timeously or breaching these Terms, they shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by eq4me in relation to the payment failure or breach.
- 1.38. Severability - Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 1.39. Prohibited Provision - No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 11.10.

SIGNED AT _____ THIS _____ DAY OF _____ 2024

As Witnesses

1. _____

THE PARTICIPANT

2. _____

Full

Name(s):

SA

ID

No:
