

Market Leadership Systems: Commercial Terms and Conditions

1. Legal Entity

CW Mostert Trust (IT 5821/95, Republic of South Africa) t/a Market Leadership Systems (“MLS”)

Products and services of MLS are as follow, but not limited to:

1. Consulting Services, including Training Services (“Services”)
2. ComSIM Business Acumen learning programmes with business simulation (process and software) (“ComSIM”)
3. BTLS Business Thinking and Leadership Styles (“BTLS”)
4. Shadowmatch (“Shadowmatch”)
5. HBDI (“HBDI”)
6. Websites (“Websites”) owned by MLS, such as www.mls-sa.co.za, www.comsim.co.za, www.thinkingstyles.biz .

Shadowmatch is the trademark of De Villiers, Bester & Assoc (South Africa) and HBDI is the trademark of Hermann International (USA), both which have authorised MLS to resell their products.

2. Acceptance of terms and conditions

These *MLS Terms and Conditions* govern the use of our products, services and websites. By using our products, services or websites, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions please do not use our products, services or websites.

3. Contracts

ComSIM, Shadowmatch, HBDI and Services: Contracts are entered through the acceptance by the client of a written, emailed or verbal Proposal for the programme or service.

BTLS Profiles: BTLS profiles that form part of ComSIM programmes will be subject to the contract that forms through acceptance of the relevant proposal above. Individual BTLS profiles that are completed on-line are subject to the general terms conditions in this document. The “Basic” BTLS profile is provided free of charge and is strictly meant for non-business, individual use. BTLS profiles are recommend to be completed by persons older than the age of 16 years.

All contracts originating in the Republic of South Africa will be based on South African Rands (ZAR) currency and exclude VAT, all contracts originating outside of the Republic of South Africa will be assumed to be in US Dollar (USD) currency, unless otherwise specified.

4. Intellectual property rights

Unless otherwise stated, all intellectual property rights in the ComSIM Business Acumen Programme, ComSIM Business Acumen Simulation, BTLS Business Thinking Styles and all material on the website are owned by MLS (unless specifically indicated to be owned by someone else, such as Shadowmatch and HBDI). Subject to the license below, all these intellectual property rights are reserved.

5. Licence to use MLS products, services and website

Unless specifically specified otherwise in writing, all access to MLS products, services and websites are provided on a non-exclusive basis. Further, no MLS programmes, materials and website content may be used in a commercial manner without specific authorisation/licensing by MLS.

ComSIM and BTLs: The usage of the ComSIM Business Simulation and BTLs Thinking styles and their respective results are made entirely on an "as is" basis and no guarantees or undertakings in any way are given for such use.

Websites: You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions below.

All materials and products: You must not: (a) republish material from our websites (including republication on another website); (b) sell, rent or otherwise sub-license material; (c) reproduce, duplicate, copy or otherwise exploit material for a commercial purpose; (d) redistribute material or content unless specifically and expressly made available for redistribution (such as our handing out of course materials, product briefs, newsletter, or case studies).

6. Invoices

ComSIM and Services: All invoices are payable on a 30 days terms basis after the first day of programme/consulting service. A discount of 1% can be requested for payment within 7 days of a programme.

BTLs Business Thinking Styles: All invoices are payable on a 14 days terms basis after completion of the BTLs Profile.

Upon acceptance of any contract, be it in writing, by email or verbally for MLS to provide a product or service, a 25% deposit may be required upon accepting the contract.

Any cancellation of a contract by the client, will attract the following penalties:

- Cancellation more than one month before delivery date: No Penalty;
- Cancellation between 14 days and one month: 50% of total contract fee;
- Cancellation less than 14 days of programme: 100% of total contact fee.

7. Limitations of liability

The information provided on our websites is provided free-of-charge (unless a cost is indicated or negotiated through direct contact, i.e. with BTLs), and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.

Whilst we endeavour to ensure that the information utilised in our products, services or website is correct, we do not warrant its completeness or accuracy in any way; nor do we commit to ensuring that the products, services and websites remain available or that the material on websites is kept up-to-date.

We will not be liable for any direct or indirect loss or damage arising under these terms and conditions or in connection with our products, services and websites, whether arising in tort, contract, or otherwise. Without limiting the generality of the foregoing exclusion, we will not be liable for any loss of profit, cash, contracts, business, goodwill, data, income, revenue or anticipated savings arising under terms and conditions or in connection with our products, services and websites, whether direct or indirect, and whether arising in tort, contract, or otherwise.

8. Force majeure

MLS will not be liable nor do we accept any responsibility for situations where delivery, whether in full or partial, is impeded or prevented because of conditions beyond the reasonable control of MLS, such

as but not limiting to, Acts of God, extreme weather, war or civil unrest, failures in logistical aspects such as electricity, transportation and aspects relating to training venues, sickness of facilitators, conduct of third parties influencing the effective delivery of programmes, industrial or strike action, unplanned non-arrival of participants at programmes.

In case where force majeure is called, all parties will endeavour to find a reasonable solution to reschedule the programme and appropriate the costs thereof.

9. Variation

We may revise these terms and conditions from time-to-time. Please check this page on our website regularly to ensure you are familiar with the current version.

10. Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

In order to minimise time and costs associated with any contractual dispute, the parties will subject themselves to arbitration to resolve the issues.

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