



THE JVR AFRICA GROUP

General Terms of Business

June 2021





1. Introduction to the JVR Africa General Terms of Business

1.1 The JVR Africa Group

The JVR Africa Group of Companies (hereafter referred to as “JVR”) provides modern and evidence-based solutions for talent identification, talent optimisation/development, and the alignment of talent with corporate strategy, team interaction, and organisational structure. In this regard, working scientifically and pragmatically with talent data to inform decision-making is core to the work we do with our clients.

JVR Psychometrics provides scientifically validated and applied assessment solutions; JVR Academy provides a variety of facilitated learning solutions; and JVR Consulting Psychologists provides corporate interventions to ensure optimal management of a company’s talent. These products, assessments, facilitated learning, research, and consulting services are also available from JVR People Development in Namibia and JVR Botswana - fully fledged companies domiciled in these regions. Social development work is done through JVR4Youth, relying on the vast body of knowledge, experience, and research that exists in the JVR Africa Group of companies. Relying on our technological capability and client orientation, we are able to provide our talent solutions to individuals and organisations in a legally compliant way with sound commercial and business practices across the globe.

Information on all the services and solutions available from JVR can be obtained during office hours (8:00 - 16:30 SAST time) from our professionally qualified staff by phoning +27 11 781-3705/6/7. Alternatively, you can send an email to info@jvrafrica.co.za or visit our website at www.jvrafricagroup.co.za.

1.2 JVR and Compliance

JVR continuously strives to be professional, trustworthy, and ethical in all our business activities. As Southern African companies, compliance to the legislation relevant to doing business in this region is essential. In this regard the following South African legislation is of particular importance and specifically relevant to the kind of work we do (more detailed information is available from informationofficer@jvrafrica.co.za).

- a) Basic Conditions of Employment Act, No. 75 of 1997, as amended from time to time: <https://www.gov.za/documents/basic-conditions-employment-act>



- b) Labour Relations Act, No. 66 of 1995, as amended from time to time: <https://www.gov.za/documents/labour-relations-act>
- c) Consumer Protection Act, No. 68 of 2008, as amended from time to time. <https://www.gov.za/documents/consumer-protection-act#>
- d) King IV Report on Corporate Governance for South Africa 2016, as amended from time to time: <https://www.saica.co.za/Technical/LegalandGovernance/King/tabid/2938/language/en-ZA/Default.aspx>
- e) Protection of Personal Information Act, No. 4 of 2013, as amended from time to time <https://www.gov.za/documents/protection-personal-information-act>
- f) Health Professions Act, No. 56 of 1974, as amended from time to time <http://www.hpcsa.co.za/>

Please note:

Wherever the JVR Africa Group works with psychological assessments, tools, methods, and information, we seek to uphold the guidelines established by the Health Professions Council of South Africa (“HPCSA”) (nationally) as well as (insofar as practically possible) the British Psychological Association (“BPS”), the International Test Commission (“ITC”), the American Psychological Association (“APA”), and the Association of Test Publishers (“ATP”) on the ethical and appropriate training and use of psychological tests. In cases of conflict amongst these guidelines, the guidelines of the HPCSA will prevail in South Africa.

1.3 JVR Office Hours and Contact Details:

The office hours for the JVR Africa Group are from 08:00 to 17:00 on all working days (excluding public holidays, weekends, and over the Christmas break). We are available at our JVR Head Office (15 Hunter Street, Ferndale, Johannesburg), telephonically (27 11 781 3705/6/7) or electronically (info@jvrafrica.co.za).

We have a full team of professionally qualified staff to advise and support all existing and new clients on the talent solutions available from JVR. You can schedule a virtual or in-person meeting with us by contacting us telephonically (27 11 781 3705/6/7), sending an email to us (info@jvrafrica.co.za), or visiting the JVR website at <https://jvrafricagroup.co.za/> to learn more about the work we do and how we can support you.

1.4 Definitions

Please refer to **Annexure A** for the list of definitions related to the JVR Africa Group Terms of Business.



1.5. Scope of the JVR Terms of Business

The *General Terms of Business* include the business terms applicable to each and all, of the following:

- a. JVR Africa Group
- b. JVR Academy
- c. JVR Consulting Psychologists
- d. JVR Psychometrics
- e. JVR4Youth
- f. JVR People Development Namibia
- g. JVR Botswana

2. JVR Africa Group Terms of Business

2.1 General Terms of Business

The terms of business specified in this document constitute the basis of, and will be deemed to be included in, every agreement between JVR and the client. It will supersede all previous discussions, proposals, bids, invitations, orders, and other communications, oral or written, save as supplemented or amended in writing and signed by authorised representatives of the parties. No addition or modification of any provision of these *Terms of Business* will be binding on JVR, unless made in writing and signed by its duly authorised representative.

Also note:

1. Unless the context clearly indicates the contrary, reference in this document to any gender includes the other genders, and reference to the singular includes the plural and vice versa.
2. JVR shall have the right to amend these *Terms of Business* from time to time, the latest updated version being available for inspection free of charge at the JVR offices, on the JVR websites, or from informationofficer@jvrafrica.co.za.
3. It is the client's own responsibility to acquaint itself with these *Terms of Business* prior to requesting any assessments, scoring, research, consulting, training, workshops, or any other services from JVR.

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4. Except as is expressly provided in these *Terms of Business*, JVR shall not be liable to the client for any breach or failure to perform any obligation as a result of any *force majeure* event, including but not limited to technical problems, acts of God, government controls, restrictions or prohibitions, or any other Government act or omission, whether local or national, technical problems, labour disputes, pandemics, restrictions, any act or default of any supplier, agent, or subcontractor, strikes, or work stoppages of any kind, interruption of electricity, telephone or internet services, or any other similar or dissimilar cause insofar as these are beyond JVR's control.
 5. In no event will JVR be liable for any indirect, consequential, exemplary, or special damages arising out of this agreement between any client and the business entities in the JVR Africa Group. JVR is held harmless against all claims, liabilities, demands, damages, or expenses (including all attorney's fees and expenses) arising out of, or in connection with, the use of assessments or any other products, goods, learning, consulting interventions and services, the technology used, including the websites, online and portal facilities, or services sold or leased by JVR to a client. This indemnity includes the client's failure to comply and adhere to the local laws, psychological and professional best practice, ethical assessment- and practice guidelines, and these JVR *Terms of Business*.
 6. The failure of any JVR business entity to enforce, at any time any of these *Terms of Business* or any part thereof, or any right with regard thereto, shall in no way be construed to be a waiver of the provisions of such condition or to be an *estoppel* or novation, or in any way to affect the validity of such condition. Any indulgence towards the client or the relaxing of the provisions of a condition, shall not prejudice the right of JVR to insist on the strict compliance by the client of its undertakings and obligations in terms of these *Terms of Business*.
 7. These *Terms of Business* shall be governed by the laws of South Africa. Both JVR and the client consent to the jurisdiction of the Randburg Magistrate's Court in respect of the settlement of any dispute and/or claim arising between them, notwithstanding that the amount in dispute or the value of the matter in dispute might otherwise exceed the jurisdiction of such Court, provided that either party shall be entitled to institute legal proceedings in any other South African Court with competent jurisdiction.

2.2 Security and Privacy

Please note that the safety and security of all information are very important to JVR. More information on our data security protocols is formulated in our *Security and Privacy Policies* available on the JVR systems site (<https://jvrafricagroup.co.za/terms-and-conditions>). This document should be read in conjunction with these and all the other JVR Terms of Business Policies available on this site.




2.3 Intellectual Property and Copyright

JVR is well known as developers/owners of content and as the contractual representatives of additional national and international owners of products and content. Intellectual property and copyright are strictly managed according to national and international legislation.

Copyright infringement of restricted material is illegal; it damages the professional standards and credibility of the learning material, assessments, consulting material, and all other products developed or provided by JVR. It also damages the credibility and professionalism of the individuals and professionals who use such copyrighted material. The loss of revenue ultimately also means that fewer resources can be devoted to the continued research and development of the goods, products, and material.


The buyers and users of printed and electronic test, learning, or consulting material accessed or sourced from JVR acknowledge and agree that:

- a. All goods and services distributed by JVR are protected by intellectual property rights (including trademarks, copyright, patents, and design rights), contractual agreements, and rights of confidentiality. Reproduction of these materials in whole or in part, in any form, or their storage in a database or retrieval system by any process, is prohibited except where expressly permitted by law or by licence.
- b. The purchase of materials or the use of software or online reports does not grant the client the right to copy or use the material, alter items, create derivative products, deconstruct any product, train others in its use/interpretation, reproduce additional copies, provide confidential and copyrighted information to others - including non-qualified and non-certified people - by any means whatsoever, or enter the same into any kind of information retrieval system including, but not limited to, any form of computer, server, social media, cloud, or internet system.
- c. The copyright and all the trademarks, trade names, patents, and other intellectual property rights used or embodied in or in connection with the JVR materials, whether owned or contractually represented, including also the manner in which they are presented in all information, documentation, and manuals relating to them, are the property of the developers and copyright owners.
- d. No trademarks or names of the products can be used as part of any corporate business or trading name of the client. The client shall also not use the trademarks in any way that may bring the reputation of JVR and their business partners into disrepute.
- e. No translations of any JVR products, learning material, or services may be done without written permission from JVR, which reserves the right to refuse such a request.

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- f. The contents of the assessment products, reports, learning material, research, or consulting solutions obtained or purchased from JVR, in accordance with the South African and international legislation and qualification criteria may constitute trade secrets, which include confidential and proprietary material, information, and procedures. The client will not access, resell, or otherwise distribute materials or authorise or allow disclosure of such content under any circumstances.
 - g. JVR is bound by its author and distribution contracts to take prompt legal action against anyone who violates any intellectual property rights.
 - h. Clients accept absolute responsibility of ensuring full adherence to copyright requirements by themselves, colleagues, and their employer(s) and employees.

2.4 Limitation of Liability and Limited Warranty

- a. JVR does not make any representation or warranty, express or implied, as to the merchantability or fitness of the assessments, products, goods, and services provided by JVR for any particular purpose.
- b. JVR will not be liable for any failure or delay in performance due in whole or in part to any cause beyond its reasonable control. In no event will JVR nor anyone else who has been involved in the creation or production of any printed works, scored reports, or electronic scoring systems, platforms, or software, training, or services sold by JVR, be liable for any indirect, special, or consequential damages arising out of the purchase, use, or application of the materials or services, notwithstanding any other provision or agreement between the client and JVR.
- c. JVR will not be responsible for the use or misuse of the materials or services offered. The client/test user assumes all responsibility for the use or misuse of the same.
- d. JVR accepts no responsibility should electronic product assessment or service credits be used and wasted due to client negligence, ignorance, misunderstanding, assumptions, or user errors.
- e. JVR is not liable for any third-party claims or expenses incurred while using a test, for delays, loss of information, incidental damages, cost of substitute material, or for possible loss of income, grants, profits, reputation, or any other damages.
- f. The purchaser's sole and exclusive remedy in the event of any defect in materials shall be a refund of the price paid minus courier or shipping costs, administrative and programming costs, and a handling fee. This remedy shall be in lieu of all other remedies and damages, whether actual, consequential, special, incidental, or other.
- g. JVR reserves the right to withhold the sale of tests, reports, products, learning material, access to online and electronic platforms/websites or services, should the client either have an overdue account(s), or a history of unauthorised use of and access to assessments and information in reports, or learning material and copyright violations, or have provided false



information on qualifications and professional registration, or may not have passed an accreditation or certification examination required for access to products and assessments.

- h. These conditions apply to all orders from JVR for any or all of their products and services and may not be modified unless expressly agreed to in writing by JVR.

3. JVR Academy: Operational Terms of Business

3.1 Overview

JVR Academy provides learning and development solutions to individuals and groups. These learning opportunities include international certification training for the use of psychological assessment instruments, continuous professional development workshops and other events for psychology professionals. They also provide a wide variety of skills development workshops and courses in corporate and educational contexts. These events can be hosted in-class, virtually, or digitally.

JVR Academy forms part of the JVR Africa Group and as such, the JVR Africa Group Terms of Business apply in addition to the *JVR Academy Terms and Conditions*. In case of a conflict, the Group Terms will apply.

3.2 Certification, Accreditation, and Continuous Professional Development

JVR Academy continuously develops and hosts a wide variety of learning events and has a variety of requirements for these.

Please note - in general:

- a. JVR Academy publishes an annual events schedule which is available on JVR Academy's website (<https://jvrafricagroup.co.za/academy>). The details of the design and content of the events and the prices are correct at the time of publication but are subject to change without notice.
- b. JVR Academy ensures that any description of the design or content of events is as informative as possible, but it is the client's responsibility to obtain further information from JVR Academy



to ascertain whether, or not, the event is suitable for his or her needs prior to registering and/or paying for the event.

- c. Confirmation as to whether the scheduled event will take place (which will *inter alia* be dependent on the number of registrations) will be provided via email to the email address on file, one week prior to the event.
- d. In both in-person, blended- and virtual training events, clients are expected to be present for the full duration of the training event. For in-class events, flight times should be scheduled accordingly, and enough time should be allowed to travel to the airport. In instances where a client does not attend the event for its full duration due to unforeseen circumstances, JVR Academy may allow the client to complete the training at another time provided that there is space available. Clients will only receive full certification or registration once the full training has been successfully completed. A fee will be charged to cover additional administration and catering costs that are incurred.
- e. The training on the application and use of psychological tests will comply with current legislation and guidelines for the ethical use of tests and questionnaires as well as the appropriate and required professional training and registration. These guidelines may change from time to time to reflect the most acceptable practices. JVR Academy reserves the right to refuse registration for training or access to any assessment if the client fails to comply with these guidelines.
- f. The attainment of continuing education units (“CEUs”) as a result of any training provided by JVR Academy does not authorise any professional to practice outside his or her official scope of practice. CEUs are intended to broaden the knowledge of professionals but do not constitute professional training. In South Africa, professionals should be registered with the HPCSA to perform any psychological act. Internationally requirements may differ.
- g. Regardless of any training received from JVR Academy, clients from outside of South Africa cannot perform any psychological act in South Africa without being registered with the HPCSA. Clients are responsible to ensure that they adhere to the laws, rules, and regulations of the countries in which they are/will be conducting business.
- h. Attendance of training does not permit the client to train other professionals, unless contracted with the client as part of the JVR Academy Train-the-Trainer programme, where applicable.
- i. On successful completion of the certification event and the compulsory examination (when required), a JVR Academy certificate will be issued entitling the client to purchase test material from JVR Psychometrics. The certificate will be issued only if full payment of the relevant event has been received and the online evaluation of the event has been completed and received by JVR.
- j. JVR Academy gives no guarantee that a delegate will, on the completion of a training event or the taking of an examination, obtain the relevant certificate, registration, or certification. Successful completion of such training events requires delegates to demonstrate the required understanding of underlying principles and competence in administration and interpretation/feedback of the instrument(s) concerned, prior to obtaining the relevant certificate, registration, or certification.
- k. Should clients from time to time be requested to do an examination at home, they will carry full responsibility for returning the examination paper to JVR Academy within a month of the



event and in a secure and traceable manner. Clients need to follow up with JVR Academy to ensure that the examination paper has been received by JVR. Clients must write their own exams without assistance from third parties.

3.3 In-house Skills Development Events

- a. JVR Academy provides in-house training services to the client subject to the JVR Academy terms and conditions and only after receipt of a signed written acceptance of the proposal from a client. These in-house services can be delivered face to face, virtually, or digitally, or as a combination.
- b. The fees as set out in the proposal by JVR Academy are based on JVR Academy's understanding of the client's requirements. Additional charges will be due where:
 - i. Any act or omission of the client caused time delays; or
 - ii. Additional material or services are required by the client; or
 - iii. Additional disbursements such as travel, travelling time, accommodation, and subsistence had to be incurred.
- c. JVR Academy will forward to the client an invoice for the quoted fee once the client has confirmed acceptance of the proposal and the business terms and conditions. The invoice needs to be paid in full prior to the commencement of the event.
- d. The client is responsible for arranging a suitable training venue and all catering required in the event of face-to-face training. All costs related to venues and catering that are incurred will be for the account of the client.
- e. The client must ensure the health and safety of JVR Academy's employees or subcontractors whilst conducting business, whether on the client's premises or at another venue.
- f. JVR Academy reserves the right to charge the client interest and cost of recovery on outstanding payments.
- g. JVR Academy reserves the right to charge for events cancelled or postponed by the client. Such charges will be in accordance with the policy for postponements and cancellations.
- h. The client agrees that they shall not copy or amend the learning or test material or do or authorise any other act that may devalue or infringe the copyright or intellectual property of the material.
- i. JVR Academy shall be entitled, in its absolute discretion, to appoint subcontractors to provide all or part of the services.




3.4 Payment

- a. Registration fees must be paid in full before the start of all events. Payment by credit card or electronic transfer is advised. On receipt of the proof of payment, the booking for the course will be confirmed in writing by JVR Academy. VAT in South Africa is chargeable on all fees regardless of the country of origin or residence of the client. Where events are held in other countries, VAT will be charged as required by the country concerned.
- b. In the case of clients attending events but whose payment is outstanding or late, the maximum permissible interest will be levied. Payments received after the event will be regarded as late and will attract interest at the current prime overdraft rate of First National Bank, plus 2% per annum, compounded monthly in arrears.
- c. The cost of a client's optional overnight accommodation or transport to the event venue is not included in the event fee and clients are expected to make their own accommodation and transport arrangements and payments.
- d. Where a refund is due to a client and such is caused by the fault of the client, JVR Academy reserves the right to deduct any administrative, catering, bank, or credit card charges from such refund. Where the refund is necessitated through the fault of JVR Academy, no such deductions shall be made.

3.5 Cancellation Policy

- a. Cancellations must be submitted in writing to JVR Academy.
- b. Cancellations of more than ten (10) business days before the event will not attract a cancellation fee. Cancellations of between five (5) to ten (10) business days before the start of the event will attract a 25% cancellation fee. Cancellations received less than five (5) business days prior to the event will result in a 50% cancellation fee. Clients who do not cancel and do not attend the event will be held responsible for the full fee.
- c. Pre-event study material must be returned to JVR Academy at the time of cancellation. Postage or courier costs will be for the account of the delegate. The material sent back to JVR Academy should be sealed and unused. JVR Academy will be entitled to repossess any materials that have not been paid for.
- d. When clients cancel their attendance of any event where psychometric reports had been completed as part of the training prior to the cancellation, the client is responsible for the costs incurred by JVR in respect of the psychometric assessments and feedback.
- e. In the event of unforeseen circumstances, JVR Academy reserves the right to cancel any event, change the event content, the speakers, the venue, or the date. A full refund will be issued to clients in respect of cancellation by JVR Academy. JVR Academy will notify the clients as soon as reasonably possible, but no later than five (5) business days before the event if an event had to be cancelled. A full refund will be given upon return to JVR Academy of any pre-event materials already dispatched.

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- f. Delegates are required to confirm with JVR Academy that the event they have registered for will proceed as scheduled before making travel arrangements, as such costs will not be reimbursed.
 - g. For free events in respect of which invitations had been accepted by a client, a no-show fee may be charged to cover the expenses related to event material and catering incurred by JVR Academy.
 - h. JVR Academy reserves the right to cancel or reschedule an event without penalty or liability to JVR Academy if there are insufficient bookings, or for reasons outside their control.

3.6 Transfer Policy

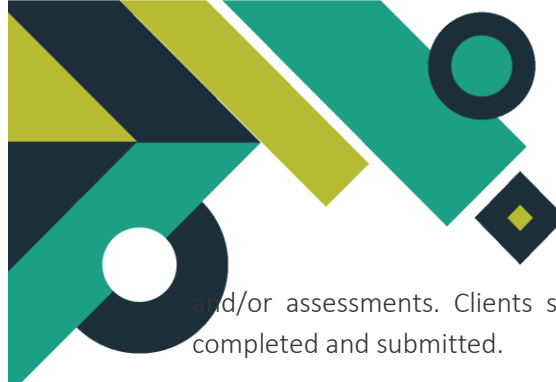
- a. A request by a client to transfer its registration for an event to another date will be deemed as a cancellation of the client's attendance of the event and will attract appropriate cancellation fees. No refund or credit will be given to clients who registered for an event and do not attend without giving adequate prior written notice.
- b. Notice of postponement to a later date must be received in writing by JVR Academy at least five (5) business days before the start of the event.
- c. Only one postponement is allowed per client per event and the alternative date must be provided to JVR Academy within one (1) month of the transfer request, failing which the transfer request will no longer apply and the booking shall be deemed cancelled. In such event, the cancellation fees as set forth in Clause 3.5(b) shall apply and the fees as set forth in Clause 3.5(b) shall be payable in full.

3.7 Substitutions

- a. Substitutions can be accepted without charge, provided that the substitute meets the entrance requirements and has completed any pre-course work. Notice of this must be given in writing to JVR Academy at least one week before the start of the event.
- b. Events booked within package offerings cannot be substituted by alternative events that do not form part of the package. Refunds do not apply to packaged offerings.

3.8 Pre-event Work

Should it be required that online assessments and/or work be done before the event, this must be done personally by the client attending the event. Instructions as to how this online assessment and/or work should be done will be sent to the client once registration has been confirmed. The client must complete and return the online assessments and/or work at least five (5) business days prior to the start of the event should these be required for certification or certification training. JVR Academy should be notified immediately if the client experiences any problems with accessing the pre-event work



and/or assessments. Clients should notify JVR Academy once the online assessments have been completed and submitted.

4. JVR Consulting Psychologists: Operational Terms of Business

JVR Consulting Psychologists (JVRC) provides consulting services to individuals, teams, and organisations.

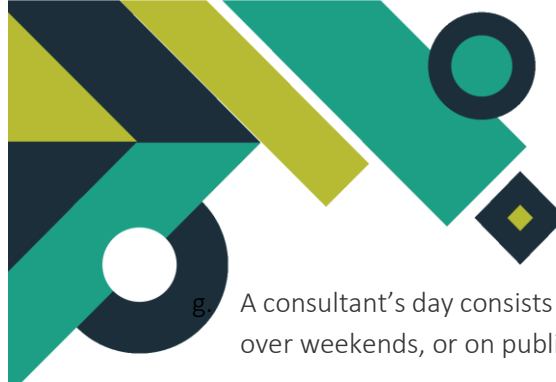
JVRC forms part of the JVR Africa Group and as such, the JVR Africa Group Terms of Business apply in addition to the *JVR Consulting Psychologists Terms and Conditions*. In case of a conflict, the Group Terms will apply.

4.1 Terms of Business for Clients

To ensure efficiency, clarity, and focus in the services offered to organisations and others, the following is essential:

4.1.1 Scope of Services

- a. JVRC requires the following in order to provide services to Clients:
 - i. Clear requirements and project scope from the Client in order to compile an appropriate and specific proposal.
 - ii. The proposal or quote must be signed off by an authorised representative of the Client.
- b. The terms of business as well as the proposal specifying costs and services, will be deemed to form the contract between JVRC and the Client and will authorise JVRC to proceed with the relevant preparations needed for providing the service.
- c. Proposals and quotes specifying costs will be valid for acceptance for 30 days from the date of the proposal. Thereafter the costs, timelines, or nature of the proposal may change.
- d. Should there be changes in the scope of work that may impact the proposed costs and process, JVRC reserves the right to review the applicable proposal and adapt the quote accordingly.
- e. Expenses incurred in the course of undertaking the project (travel, accommodation, courier, printing, venue, etc.) will be charged in addition to the professional and other fees. Please note all e-toll fees will be charged at the e-tag rates.
- f. JVRC reserves the right to renegotiate costs where applicable (e.g., product price increases due to fluctuation in exchange rates).



g. A consultant's day consists of a maximum of 8 hours between 8am to 5pm. Work done after hours, over weekends, or on public holidays will be charged for at higher rates.

4.1.2 Service Delivery Terms

- a. Assessment booking requests must be submitted, and dates confirmed, in order to have candidates assessed by JVRC. Unless otherwise arranged, candidates will be assessed within three days from responding to the booking request.
- b. Should a candidate not attend a scheduled, supervised assessment booking or should the Client cancel less than 36 hours prior to the assessment booking, the Client will be invoiced 30% of the quoted assessment costs.
- c. Should a manager or candidate not attend a scheduled management or individual feedback booking/session, or should the Client cancel less than 36 hours prior to the booked session, this professional session will be invoiced for 50% of the full fee of the session as per the quoted costs.
- d. Should delegates not arrive for the scheduled intervention such as a facilitated workshop, or if the Client cancels less than 48 hours prior to the intervention, JVRC will invoice the Client for 50% of the workshop fees as per the quoted costs. Any assessments that have been completed by delegates as part of the intervention will be invoiced at the full quoted price.
- e. Assessment questionnaires will only be made available to identified and known candidates and appropriate measures will be taken to authenticate a candidate's identity. Psychometric/assessment results from clients who do the assessments remotely and possibly without supervision will have to be verified and interpreted with caution.
- f. JVRC requires accurate and verified information and in this regard cannot take responsibility for the impact of any inaccurate biographical or other information provided to it. Incorrectly completed/incomplete forms may delay the consulting or assessment process and hence the agreed turnaround time will only apply once the correct information has been confirmed.
- g. JVRC requires consent from all who provide personal information as part of the services contracted. Such consent and data provided are managed according to POPIA specifications.
- h. As part of the consulting service offerings, JVRC could utilise the services of various qualified professionals who are able to assist with assessment and other services in some outlying regions. The use of these professional affiliates will be dependent on the location and his/her availability. Additional costs may apply in these cases.
- i. Unless otherwise specified, JVRC provides a two-day turnaround time for reporting on assessment results. The turnaround time commences once all the biographical and assessment results are available for interpretation.
- j. Although JVRC endeavours to keep to the above-mentioned generic turnaround times or agreement-specific turnaround times with the Client, JVRC reserves the right to renegotiate these turnaround times for larger and high-volume projects.
- k. All the assessment results are confidential and intended only for the purpose and use for which JVRC has been contracted by the organisation and has been specified on the individual consent form. Any personal information or the contents of the assessment reports cannot be disclosed to any unauthorised persons.
- l. JVRC cannot be held responsible for any complaints, disciplinary, or legal action that may arise from



- individuals or organisations using assessment results for purposes other than originally intended.
- m. The Client takes full responsibility for securely and confidentially storing their own data, including the personal information received as per contract from JVRC according to national and international legislation.
 - n. Fees may be charged for deleting information or the reprinting, regenerating, or resending of reports to those authorised to receive it.

4.1.3 Invoices and Payment

- a. Work completed will be invoiced on a project/monthly basis (as the case may be) and is payable within 30 days from the date of invoice, unless otherwise agreed and authorised in writing.
- b. Upfront payment for assessment material may be required for high-volume projects or to secure a set assessment material fee.
- c. Payment can be made electronically or by bank deposit. Proof of payment, with the JVRC invoice number as reference, must be emailed to the Accounts Administrator (accounts@jvrafrica.co.za) to ensure correct allocation of payment.
- d. JVRC reserves the right to withhold services should the Client have overdue accounts.
- e. On termination or cancellation of any services on the Client's behalf, JVRC will be entitled to all fees and expenses incurred or accrued and payable by the Client (e.g., assessment material, affiliate fees).

4.1.4 Work Conducted Outside of South Africa

- a. Each party shall pay its own taxes, duties, or other fees payable to the local authorities.
- b. An admin fee may be charged on invoices generated in other currencies for countries outside of South Africa.
- c. The Client is required to send a Withholding Tax Certificate (WTC) to JVRC within 30 days.
- d. JVRC does not charge VAT to Clients located in countries outside of South Africa.

4.1.5 General

- a. Whilst JVRC's employees or affiliates are working on the Client's premises, the Client will ensure the health and safety of those persons.
- b. Except for payment obligations, non-performance of either party shall be pardoned to the extent that performance is rendered impossible, insofar as these are beyond JVRC's control, or for any reason where failure to perform is beyond the reasonable control of the non-performing party and not due to its fault or negligence.
- c. The failure of JVRC to enforce at any time any of these *Terms of Business* or any part thereof, or any right with regard thereto, shall in no way be construed to be a waiver of the provision of such condition or to be an *estoppel* or novation, or in any way to affect the validity of such condition. Any indulgence towards the client or the relaxing of the provisions of a condition shall not prejudice the right of JVRC to insist on the strict compliance by the client of its undertakings and obligations in terms of these *Terms of Business*.



4.2 Terms of Business for Candidates

To ensure efficiency, clarity, and focus on the services offered to candidates who are nominated to do assessments or participate in facilitated consulting sessions, the following is essential:

- a. In accordance with national and international legislation, should an originally and verified signed assessment consent form not be received by JVRC, the assessment and consulting processes will not commence and/or continue.
- b. Access to printed assessment questionnaires or electronic assessments links will only be made available to known candidates and all reasonable measures will be taken to authenticate a candidate's identity.
- c. It is in the candidate's best interest to complete assessments truthfully, without the use of unauthorised assistance, and under supervision.
- d. Candidates must adhere strictly to copyright law and under no circumstances photocopy, translate, make screenshots, alter, paraphrase items, distribute, publish, or otherwise reproduce answer forms, test booklets, or manuals.
- e. All personal information and assessment results are managed by JVRC according to POPIA requirements and cannot be made available without consent.
- f. JVRC cannot be held responsible for complaints, disciplinary, or legal actions that may arise from individuals or organisations using assessment results for purposes other than intended.
- g. Candidates have the right to receive feedback on the assessments they have completed from their appropriately qualified and certified/accredited service provider. The candidate will however be responsible for such feedback payment if the cost of the feedback is not authorised by the client organisation/service provider. It is advised that the service provider contract JVR to provide the feedback at a negotiated fee if they do not have the appropriately trained staff - or enough staff to do so.



5. JVR Psychometrics Terms of Business

5.1 Overview

JVR Psychometrics, as member of the JVR Africa Group takes specific responsibility for the development, distribution, research, combinations of, and innovation of assessment-related solutions. Some of our products are available in printed format but mostly the products/assessments are hosted on electronic platforms. These platforms provide fast and efficient, yet secure, assessment administration and scoring solutions.

JVR Psychometrics forms part of the JVR Africa Group and as such, the JVR Africa Group Terms of Business apply in addition to the *JVR Psychometrics Terms and Conditions*. In case of a conflict, the Group Terms will apply.

5.2 Legal Compliance and Professional Standards

JVR Psychometrics gives ongoing and urgent attention to ensuring compliance to all legislation, including the POPI Act. Principles of national and international best practice are sourced from the HPCSA, APA, BPS, ITC, ATP, and a variety of other professional entities. Of particular importance, given JVR's role as distributor, is compliance to the contractual specifications of the owners and distributors of national and international products/assessments and related electronic platforms.

5.3 Restrictions

Not all assessments are psychological in nature, but in South Africa the use of psychological assessments are specifically, strictly regulated. The requirements and use of assessments vary widely across the world and users of assessments sourced from JVR should ensure strict compliance to local legislation wherever the assessments may be used. The requirements and specifications of the owners/distributors of assessments should also be adhered to.

Purchasing **Psychological Assessments** from JVR Psychometrics:

- a. In order to be registered as a psychological assessment user at JVR, South African clients must comply with the local legislation, which specifies that only registered psychology professionals in good standing with the HPCSA may have access to, apply, and interpret psychological assessments and tests.



- b. Clients who wish to purchase assessments may be required to attend and successfully complete accreditation or certification training before access to such products are allowed. Such training is offered by JVR Academy, and more detail is available in their Terms of Business.
- c. Having attended certification or accreditation training elsewhere in the world does not automatically allow users of such psychological assessments to use such assessments in South Africa. South African law specifies that to access, apply, use, interpret, and provide feedback on psychological assessments in South Africa require registration with the HPCSA.
- d. The client as an individual or as representative of a business entity, accepts full responsibility for the assessment and related material obtained from JVR, which include the assessments and its items, the administration, scoring, interpretation, feedback, consolidated use, access and use of data, use of the electronic platform, and safekeeping of the assessments and assessments results according to all relevant laws (e.g. POPIA) and professional and ethical best practice (HPCSA, APA, BPS, etc).
- e. The assessments and related material published, distributed, or scored by JVR are only available to those clients who remain in adherence to the principles of proper, ethical, and appropriate test use, and JVR reserves the right to disallow access should any client violate legislation or ethical and professional best practice.
- f. Any assessment, learning material, and other support material provided to or purchased by the test user are licenced for his/her professional use only. In this regard the client or test user shall not licence, resell, lend, sublicense, exchange, give, sell, or otherwise transfer or dispose restricted materials to third parties or act as agent, distribution channel, or stockist of the restricted materials, other than providing them to individuals in order for those individuals to be assessed under the registered user's supervision; and shall indemnify and reimburse JVR fully in the event that JVR or JVR's licensors suffer any losses, claims, liabilities, damages, expenses, or costs as a result (whether direct or indirect) of any breach by the client or test user of such warranties and undertakings.
- g. Should a professionally registered and certified user of assessments obtained from JVR move to a new employer and it be deemed inappropriate to take with him/her any tests or scoring methodology obtained or purchased from JVR, it is the purchaser and user's responsibility to ensure that the material and its scoring is not left unsupervised or in the care of unqualified, unregistered, uncertified persons. In the event should there be no other qualified and accredited individuals at the organisation who may be entrusted with the restricted material, the client should contact JVR Psychometrics to discuss alternative solutions.
- h. JVR cannot be held liable for clients using and applying psychological assessments in contravention of South African law.
- i. The client hereby indemnifies and holds harmless JVR, its employees, agents, or representatives against any, and all claims of any nature whatsoever and howsoever arising (including but not limited to breach of contract and negligence) for injury, loss, damage, and harm to a person and/or property of the client, the client's employees, agents, and/or representatives of the organisation.



5.4 JVR Psychometrics Business Operations

The following provide guidelines on the JVR Psychometrics business operations.

5.4.1 Prices and Quotes

- a. JVR Psychometrics endeavours to keep all published product/assessment prices consistent throughout the year, with annual adaptations typically done in January to February of each year. JVR however reserves the right to adapt prices, quotes, and proposals at any time during the year depending on exchange rate fluctuations or changes in for instance product, printing, import, shipping costs, or new or increased government import and other taxes.
- b. Local prices are charged in South African Rands (ZAR). In Africa and elsewhere prices are charged for in US Dollars (USD). Prices in either monetary unit are subject to change without prior notice.
- c. Quotations are always valid for 30 days from the date of the quote.

5.4.2 Orders and Delivery

- a. Orders for electronic or printed assessment and support material can be placed during office hours by phoning +27 117813705/6/7 or sending an email to info@jvrafrica.co.za
- b. Certified proof of academic qualifications, professional registration and, in some cases, attendance of and qualification obtained from accreditation and certification training, may need to be confirmed when placing an order at JVR Psychometrics.
- c. Any change in contact details, employer, or professional registration details of existing clients must be communicated to JVR Psychometrics in writing within 15 days following such change to allow JVR to update its files and redirect information and/or invoices.
- d. JVR Psychometrics cannot guarantee the availability of all stock at all times. Electronic credits or printed test material may for instance be discontinued or temporarily unavailable. JVR Psychometrics will, in such cases, suggest alternative options where possible.
- e. Should printed stock not be available on order, it will be classified as a back order and may take up to three (3) weeks to become available. JVR will however endeavour to shorten the period if at all possible.
- f. Any order placed by a client will be deemed to be an offer by the client to seek a licence to obtain the material subject to the existing business terms and conditions.
- g. Courier services used for the delivery of printed material to regional outlying areas cannot be guaranteed within 48 hours. These services are dependent on the availability of courier services to that region. Please also note that any changes made by clients directly with the courier services, subsequent to a package being sent by JVR Psychometrics, will incur additional costs and this will be allocated to the client's account.
- h. Where the material ordered includes electronic credits, the client accepts that he is entitled to use this only in accordance with the applicable and appropriate licences, laws, accreditation,




qualification, and best practice requirements.

- i. JVR Psychometrics has the right to deny access to test material to those clients who, for instance, either do not have the required professional registration, or are no longer in good standing with the Professional Board, or do not comply with relevant legal and professional requirements, or have a history of proven copyright violations, or who do not comply with laws related to the confidentiality of personal information, or who misrepresent their qualifications, or who obtained certification from unauthorised entities, or do not pay their accounts timeously, or who make photocopies and violate copyright, or make restricted assessments available to non-qualified people.

5.4.3 Invoicing and Payment

- a. In South Africa, JVR Psychometrics is required to add VAT at the standard rate to the cost of all material and services.
- b. Invoices will be made out to the Certified User as client, who takes full responsibility for payment.
- c. Invoices to the client will be generated immediately after a purchase or rendering of a service. Under no circumstances will invoices be held back for any reason.
- d. The invoice will specify the product or service purchased from JVR Psychometrics. Disbursements and costs such as VAT, postage, courier costs, or insurance costs will be separately specified on the invoice.
- e. JVR Psychometrics will not invoice third party clients.
- f. JVR Psychometrics' terms, for those with accounts, are strictly 30 days from date of invoice. Accounts overdue will be placed on hold, handed over for legal action, and in extreme cases such clients may be blacklisted.
- g. A client who has not purchased material for 2 years or more, will be considered a new client when an order is received.
- h. Should prices previously provided to the client be incorrect, JVR reserves the right to adjust the invoice accordingly.
- i. Purchase order numbers and an issued copy of the purchase order need to be provided to JVR Psychometrics before ordering. It is the responsibility of the client to ensure that such purchase order numbers are correct and valid to ensure payment is received within 30 days. The client remains responsible for the purchase of the material. JVR Psychometrics reserves the right to blacklist clients who purchase with no budget, exceed their budget, or provide inaccurate purchase order numbers.
- j. Proof of payment, with the JVR Psychometrics invoice number as reference or client account number, must be emailed to JVR Psychometrics to ensure correct allocation of payments made. If a remittance advice has not been received, the client remains liable for the full amount.
- k. JVR Psychometrics reserves the right to revoke existing credits on a client's portals to compensate for outstanding amounts owing to JVR Psychometrics without prior arrangement/approval.
- l. New South African and international clients, without a JVR Psychometrics account, are initially required to pay upfront in full for the tests, material, or services required from JVR



Psychometrics.

- m. New clients who wish to open an account at JVR Psychometrics will be required to give permission for a full credit check. Opening of a client credit account will only be available to clients subject to credit approval.
- n. Certain circumstances (special orders) may require a deposit of 50%. JVR Psychometrics reserves the right to retain the deposit for any material imported or obtained but not collected by the client.
- o. A discretionary rule may be applied by JVR Psychometrics that orders of less than R1,000.00 must be paid in cash (EFT or credit card) before material will be made available.
- p. For clients, both national and international, that have not (yet) been approved by JVR Psychometrics to open an account, the psychometric and other assessments, whether printed or electronic, will only be released once the order form has been signed, the purchase order number has been received and full payment has been cleared by the bank. Proof of payment should be sent to accounts@jvrafrica.co.za
- q. JVR Psychometrics cannot be held responsible for governmental levies or taxes for countries outside South Africa. These costs will be for the client's account.
- r. Discounts are allowed at JVR's discretion as it depends on the sale value as well as the payment terms.
- s. All personal information obtained in placing an order or opening an account at JVR will be managed in compliance with legislation. The JVR policies on Safety and Security of Data are available on our website <https://jvrafricagroup.co.za/> and on request from the informationofficer@jvrafrica.co.za

5.5 Claims and Returns

The South African Consumer Protection Act, No. 68 of 2008, allows the right to redress or a fair settlement of just claims. In this regard the JVR Psychometrics Terms of Business specify the following:

- a. Material that clients wish to return to JVR Psychometrics must be returned immediately and by traceable means. JVR Psychometrics reserves the right to charge a 25% handling fee on any return, be it printed material or electronic reports. The cost of importing the material, the taxes paid, as well as all the courier costs incurred, will be for the client's account.
- b. Should a client place an order that is signed for special import and then not take delivery thereof, JVR Psychometrics reserves the right to charge a 25% handling fee and/or retain the 50% deposit should this be applicable. All costs associated with the import of the material, including taxes and courier costs, will be for the client's account.
- c. Should clients wish to return electronic credits/tokens, it must be done within 30 days of date of purchase. No reimbursements will be considered without proof that the payment was received and accepted by the bank into JVR Psychometrics' account.
- d. Claims on discontinued credits will not be accepted. Such credits will be regarded as expired.
- e. All claims should be in writing and the invoice and client account numbers need to be specified.



Full motivation for the return with signed authority from the authorised user must be included. Claims for printed assessments material despatched to the clients should be received by JVR Psychometrics:

- i. Within 3 days of receipt of materials in respect of damage or discrepancies between materials ordered and materials received
- ii. Within 1 week of dispatch in respect of non-delivery
- iii. Within 1 week of dispatch in respect of defective materials

Please note:

- o No claims can be made retrospectively
 - o No returns will be accepted after two weeks
- f. JVR Psychometrics will not be liable for any claims unless we are notified within the appropriate time as set out above and the unwanted materials are returned in excellent sellable condition. No material will be accepted for return without prior notice, full reasons for the return, authority from the person who purchased it, as well as the original invoice.
 - g. No refund or credit will be made in respect of materials received by JVR Psychometrics in a damaged, used, or unsaleable condition. JVR Psychometrics cannot accept returns of older out-of-print or discontinued products.
 - h. Kits and other materials, as well as material sold at a discount, must be returned in their entirety. Partial returns will not be accepted.
 - i. JVR Psychometrics cannot take responsibility for the loss of material or electronic credits due to client negligence.
 - j. JVR Psychometrics' liability for non-delivery, incorrect delivery, or delivery of defective materials will be limited. Should the client have provided erroneous information or fail to collect/receive the material, JVR Psychometrics reserves the right to fully charge for the order and all costs incurred.
 - k. Returns accepted will only be for credit against the client's JVR Psychometrics account. No cash refunds will be made under any circumstances.
 - l. It is a condition of sale that possession of materials does not transfer to the client until full payment for all material and services have been received by JVR Psychometrics. If payment is not received by its due date, JVR Psychometrics will block the account, may repossess any materials that have not been paid for, and hand over the outstanding amounts for legal action. Electronic material access through portals or any other methodology will be blocked. All legal fees will be for the client's account.
 - m. Selling of assessment material only implies selling the right to use the material. Ownership and intellectual property remain that of the owner/developer, which rights are represented by JVR Psychometrics as the distributor.



5.6 Client Service, Assessment Platforms, and Support

5.6.1 In general

- a. The Client Services team support clients using the JVR and a variety of other online administration, scoring, and reporting platforms. Their services include, for instance, the sale of electronic credits, supporting clients with their use of the platforms, helping clients with project managing the roll-out of large scale/high volume assessment projects, enabling access to data, and the generation of a wide variety of reports.
- b. In accordance with the POPIA and HPCSA regulations in South Africa, electronic reports, electronic and online assessments, data, and the emailing of psychological and other test results are legally and professionally regulated and protected. JVR Client Services complies with such regulations (Please refer to the JVR Security of Data and Privacy Policies).
- c. JVR Psychometrics will use its best endeavours to ensure accurate scoring, reporting, and rendering of assessments and assessment results. JVR Psychometrics can however not warrant that any, and all, reports will be complete and accurate.
- d. The client indemnifies JVR Psychometrics or JVR Psychometrics' licensors and agrees to hold them harmless from any losses, claims, liabilities, damages, expenses, and costs (including reasonable attorney's fees and expenses) whether direct or indirect, with respect to any claims made by a third party against any of them in relation to the provision of the computer and electronic scored credits, reports, or data.
- e. In using JVR Psychometrics' services, clients take absolute responsibility of ensuring their own compliance with all relevant legislation and best practices with regards to the use and interpretation of assessment results and data.
- f. The client shall indemnify JVR Psychometrics in respect of any claims made by a third party against JVR Psychometrics or JVR Psychometrics' licensors in relation to the provision of the computer and electronic scored reports by JVR to a client, where the test takers were requested to do the assessments without standard assessment procedures, appropriate feedback, or in violation of the ethical guidelines of the HPCSA, APA, BPA, or other relevant regulating bodies.
- g. The client shall not use software, or other electronic facilities provided by JVR Psychometrics to provide a scoring service to third parties who are not accredited with JVR Psychometrics and are not appropriately trained/registered.
- h. The client shall not create derivatives of the JVR Psychometrics assessments, reports, and software, and may not utilise such in the provision of their own scoring services.



5.6.2 Purchasing Electronic Credits

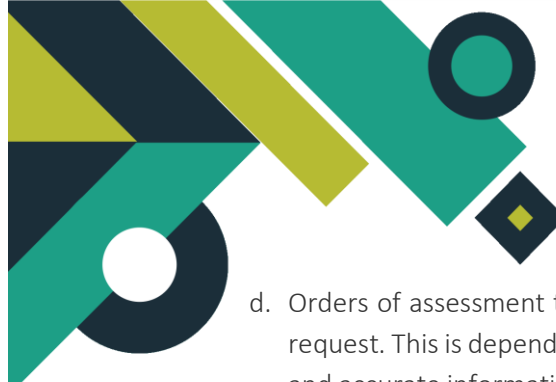
Where a client purchases electronic credits, which includes the provision by JVR Psychometrics of an electronic platform (portal) on which the administration, scoring, and reporting can be done, the following shall apply:

- a. Orders for being set up on electronic platforms and purchasing credits can be done during office hours by sending an email to info@jvrafrica.co.za
- b. Certified proof of academic qualifications, professional registration, and, in some cases, attendance of, and qualification obtained from accreditation and certification training, will need to be confirmed when placing an order for electronic credits at JVR Psychometrics.
- c. To use the software scoring and electronic credits, certain technical requirements relating to hardware and software must be met. Details are available from the Client Services team at clientservices@jvrafrica.co.za
- d. Electronic credits purchased from JVR Psychometrics for access to the use and scoring of assessments should under no circumstances be made available or resold to persons not qualified to use the products.
- e. JVR Psychometrics cannot support clients who use derivative software systems or software that has been discontinued.
- f. JVR Psychometrics is not an IT support company and cannot, under any circumstances take responsibility for the software, hardware, internet connections, and general IT infrastructure specific to the context of any client.
- g. Invoicing for, and returns of, all purchases of electronic credits, services provided, and licences are as per points 5.4 and 5.5 of this document

5.7 Ongoing Support to Clients

JVR regards compliance to all legislation and professional and ethical best practice as of the highest priority. At a time where the vast majority of assessments are accessed through technological devices, it is essential to note the following:

- a. JVR Psychometrics cannot guarantee uninterrupted technical services given the need to continuously maintain, service, update, integrate, optimise, or add more functionality to JVR's systems.
- b. Wherever changes or updates to JVR's systems are made, JVR will endeavour to do so at times that will least affect our clients, provide notifications when maintenance is planned, possible interruptions are expected, or changes to assessment scoring websites will occur.
- c. JVR will be available during office hours (except weekends, public holidays, or a few days over the Christmas break) for advice and telephonic support. New clients will also be supported to set up their electronic administration and scoring facility.

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- d. Orders of assessment tokens or reports will be made available within 24 hours of receiving a request. This is dependent on JVR Psychometrics having received and verified all the necessary, and accurate information required to set up the assessment facility. Inaccurate, incomplete, or unverified information may affect the turnaround time. The client accepts full responsibility for providing full, accurate, and verified information.
 - e. JVR Psychometrics reserves the right to block any usage of the online platform/s and provision of credits if accounts are not fully paid within 30 days or ethical or legal complaints are received with regards to usage of the system and the assessments.
 - f. JVR Psychometrics retains the right to charge for additional services such as project management, record keeping, data analysis, research, evaluation of products, developing documentation, and retrieval of reports.
 - g. The provision of consent by the JVR client to include their information in the JVR CRM system is core to compliance to the POPIA. The purpose of such inclusion is to be able to do ongoing client support. Where the client does not want to give consent or have their information deleted from the CRM, the request plus a motivation can be sent to the informationofficer@jvrafrica.co.za
 - h. In compliance to the POPIA principles JVR reserves the right to retain depersonalised and aggregated data from online platforms for research and statistical purposes.
 - i. In compliance with HPCSA principles JVR has the responsibility to securely retain assessment results for 7 years.