

TERMS AND CONDITIONS

Please read the following terms and conditions. They will guide your engagement with Thoughtsmiths. By accepting these terms and conditions, you agree to abide by them.

THE SHORT VERSION - SUMMARY OF THE MAIN TERMS ONLY

- Our training is subject to these terms.
- Training programmes must be paid for in full in advance. Additional services will be invoiced for at our standard rates, and these invoices are payable within 7 days. Interest may be added thereafter.
- The training fee may be refunded in full or in part if canceled, depending on the reason and notice given. You will only be awarded hours actually attended, but you can make up missed hours at an additional cost.
- Our copyright and other intellectual property rights are reserved. Please respect this.
- We give no warranties and our liability is limited. Your ultimate level of success rests on your participation, application and enthusiasm to learn!

THE LONG VERSION

1. Participation Policy

- Success in our program requires full commitment by all participants. By enrolling in this course, participants agree to being fully present during all sessions and participate to the best of their ability. This includes arriving on time, abiding by the code of conduct, and engaging in course activities.
- Thoughtsmiths shall provide to you the selected training programme, including relevant course materials, subject to the payment of the applicable fees (set out in clause 2) and the terms and conditions set out herein.

2. Attendance/Illness

- In order to provide you with the minimum required training hours for certification, it is important that you are present at all training sessions. If you have an emergency, become ill, or for some reason are not able to attend a training session, please contact your instructor immediately. You will be expected to complete the session materials, review the session recording, and complete the prescribed fieldwork outside the live session to make up for the missed session.
- If you need to miss more than 4 hours of the course, you will have the option to work with the instructor to cover the missed material at your own expense or register for another course. If you miss any of the hours of mentor

coaching, you will need to arrange and pay for individual mentor coaching sessions to complete the required 10 hours of mentor coaching to satisfy the International Coaching federation requirements.

- Petitions to this policy are considered on a case-by-case basis and must be submitted in writing to the course instructor.
- Thoughtsmiths will issue certificates of credit stating the number of hours actually completed by a participant.

3. Course Engagement

- Our courses are designed to be interactive and engaging for our participants. It is therefore an expectation that you participate in course activities, including dialogue with the course instructor and peers, practice coaching activities, and experiential learning exercises. If you are unable to participate in an activity, please inform your instructor as soon as possible. Please refer to the code of conduct for additional details.

4. Code of Conduct

- Participants are expected to conduct themselves in a professional manner during all sessions. This includes, but is not limited to:
 - Arriving on time to all sessions.
 - Attending all live sessions and mentor coaching sessions.
 - Having your camera on for virtual live sessions.
 - Participating fully in all sessions and mentor coaching sessions. This includes being prepared for the session, involving yourself in discussions and activities, assuming responsibility for your learning, and contributing to the learning of others.
 - Engaging in discussions with integrity and honesty.
 - Being respectful of your fellow participants and instructors, including silencing your cell phone, not texting, and other disruptive behavior
 - Embracing diversity and inclusion while respecting the dignity and humanity of others.

5. Partial Completion Policy

- Thoughtsmiths will offer credit for partial completion of a course. The number of hours awarded will depend on the number of hours of curriculum completed. If you are interested in receiving partial credit for a course in which you are currently or were previously enrolled, please contact Thoughtsmiths on admin@thoughtsmiths.com no more than 30 days after the course has ended. Please include details about the course in which you were enrolled, the number of credit hours you are seeking, and any additional

relevant information. If approved, you will receive a certificate of credit from Thoughtsmiths indicating the number of training hours completed.

6. Payment/Fees Policy

- All registrations are secured on a first-come, first-served basis. Your registration for a programme is dependent upon receipt of full payment.
- Any additional costs and expenses incurred by Thoughtsmiths in respect of other services, including but not limited to extra meetings, briefing sessions, and/or coaching calls shall be charged at the standard rate of Thoughtsmiths and invoiced for. All amounts will be payable in full, without deduction, within 7 (seven) calendar days from the date of invoice.
- Thoughtsmiths shall be entitled to charge interest on all overdue amounts at the rate equal to the prime overdraft rate as quoted by First National Bank plus 2%.

7. Cancellation and Refund Policy

- If you are unable to attend the training programme for which you have registered, and:
 - Provide us with at least fourteen (14) calendar days' notice, the fee paid for the training will be refunded to you in full; or
 - Provide us with at least seven (7) calendar days' notice, 75% of the fee paid for the training will be refunded to you; or
 - Provide us with less than seven (7) calendar days' notice, a maximum of 50% of the fee paid for the training will be refunded to you.
- Written notice of cancellation shall be effective on the date the withdrawal is received by Thoughtsmiths. Refunds will be made within fourteen (14) calendar days following receipt of cancellation or withdrawal requests.
- Thoughtsmiths reserves the right to cancel a training programme at any time, giving as much notice as reasonably possible. In this case our liability shall be limited to offering you registration for the same training programme on an alternative date or, at your election, a refund of the training fee in full.

8. Registration Modifications

- Modifications to registration, including substitutions of participants or transfer of course dates, must be completed at least seven (7) days before the program start date. Participants may contact Thoughtsmiths to modify their registration at admin@thoughtsmiths.com. Course changes will be allowed as long as there are spots available.

9. Transfer of Credit Policy

- At this time, we are not able to accept partial course credit from other organizations or training programs. However, we are able to offer credit for hours of training received from Thoughtsmiths. A certificate of credit from Thoughtsmiths can be issued for any training programme indicating the number of training hours completed through Thoughtsmiths. Individuals with questions about this process should contact admin@thoughtsmiths.com.

10. Ownership Rights

- Except where expressly stated, Thoughtsmiths owns all right, title and interest in and to the intellectual property making up our training programmes, course materials and other services. These are protected by copyright laws and international treaty provisions, and we assert and reserve all our rights in this regard. Your participation in a training programme does not in any way result in an assignment or license of any intellectual property owned by us or any other party.

11. No Warranty and Limitation of Liability

- Our training programmes, course materials and other services are provided “as is”, without representations or warranties of any kind, either express or implied. In particular we make no representations or warranties that the training programmes, course materials or other services are fit for a particular purpose or shall enhance performance.
- You assume responsibility for selecting a training programme or service which you deem appropriate to achieve your intended results and for the use of, and any results obtained therefrom.
- Whilst taking due care in sourcing information, we rely to a large degree on third party sources and other factors outside our control. In consequence, no statement in any document is to be deemed in any circumstances to be a representation, undertaking or warranty and no claim whatsoever may be made against us if such statement proves inaccurate.
- To the maximum extent permitted by law, you agree that we will not be liable for any cost, claims, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss (such as loss of profits, business, goodwill, revenue or anticipated savings) or other damages of any kind, penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts that you or any third party might suffer that relates to or arises from these terms, your participation in a training programme, use of course materials or other services, or termination of a programme or service for any reason, whether or not anyone anticipated or should have anticipated

that damages would occur. In no event shall our aggregate liability to you for any and all claims exceed the total amount of fees received from you in the three months preceding any cause of action.

12. Complaint/Grievance Policy

- Thoughtsmiths seeks to ensure equitable treatment of every person and to attempt to solve any grievances in a timely and fair manner. Programme participants/employees/clients have the right to file a grievance regarding presentation or content, facility concerns, or the behavior of any Thoughtsmiths facilitator/coach/instructor/staff/faculty or anyone delivering work on behalf of Thoughtsmiths. All grievances will be addressed to the best of our ability to prevent further problems. A process for filing grievances can be found below:
 - The complainant should first attempt to resolve the issue directly with person with whom they have an issue. If complainants are not comfortable approaching the individual, they can proceed to step 2.
 - If complainants are not comfortable approaching the individual with whom they have a grievance, or are unable to resolve the issue directly, complainants should submit a written grievance to the Thoughtsmiths administrator (admin@thoughtsmiths.com) within 7 days so that it can be submitted to the appropriate Thoughtsmiths Director. The Thoughtsmiths Director will review the issue and will talk to the complainant within 7 days of receiving the complaint. The Thoughtsmiths Director will work with all parties involved to resolve the issue.
 - If a participant does not feel the issue is resolved, a written request for an appeal should be sent to the Thoughtsmiths MD for review. This appeal should include the original complaint and reason(s) the participant is unsatisfied with the resolution attempt(s). Appeals are reviewed and a written response will be provided to the participant within 7 days. All appeal decisions are final.

13. General provisions

- These terms make up the entire agreement between you and us concerning your registration for a training programme and other services.
- The terms and provisions in this agreement may not be modified or varied unless done in writing and signed by both parties.
- The parties agree that these terms and conditions shall be subject to the laws of the Republic of South Africa and that the Courts of South Africa shall have jurisdiction over any dispute arising out of or as a consequence of these terms and conditions.

- If any aspect of these terms conflicts with any information provided elsewhere, then these terms will prevail unless expressly stated otherwise.
- In the event that any part of these terms is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of these terms.
- These terms, and any rights granted in terms of these terms, may not be transferred or assigned by you.
- If we choose not to enforce any part of these terms, this does not mean that we cannot do so at a later time. No waiver of any term shall be deemed a further or continuing waiver.

The terms and provisions in this Agreement may not be modified or varied unless done in writing and signed by both parties. The parties agree that these terms and conditions shall be subject to the laws of the Republic of South Africa and further that the High Court of South Africa shall have jurisdiction over any dispute arising out of/as a consequence of these terms and conditions.