

# AGREEMENT

ENTERED INTO, BY AND BETWEEN:

<b>Company Name:</b> (hereafter referred to as 'Psytech SA')	PSYTECH SA (PTY) LTD
<b>Company Registration Number:</b>	1998/20425/07
<b>VAT Registration Number:</b>	4220177408

AND

<b>Company Name:</b> (hereafter referred to as ' <i>the Client</i> ')	
<b>Company Registration Number (or personal identity number if not a registered company)</b>	
<b>VAT Registration Number:</b>	

for the purpose of accessing the *GeneSys Online Assessment System*® and/or other non-psychological products, such as *GeneSys 360*®.

**1. Definitions:**

- 1.1 **“AA rate”**: shall mean the rate specified by the Automobile Association of South Africa per kilometre as per the AA rates calculator.
- 1.2 **“Base consulting rate”**: shall mean the hourly rate per consultant for consulting services which do not fall under any other consulting rate, as reflected on the Consulting price list.
- 1.3 **“CEU accredited training”**: shall mean training that has been certified by an organisation that is an accredited Health Professions Council of South Africa (HPCSA) CPD Accreditation Service Provider.
- 1.4 **“the Client”**: shall mean the party identified as such on the cover page of this agreement.
- 1.5 **“Confidential information”**: shall mean, but not limited to, all material, proprietary data and information related to Psytech SA, the *GeneSys Online assessment system*, Psytech International assessments whose disclosure to, or use by, third parties would be damaging to Psytech SA and Psytech International.
- 1.6 **“Credit”**: shall mean a unit of value used by the *GeneSys Online assessment system* to generate assessment reports for online assessments as well as paper and pencil administered assessments.
- 1.7 **“Data”**: shall mean any data, including personal information as defined in the Protection of Personal Information Act, 2013 (POPIA), and in the Electronic Communications and Transactions Act, 2002 (ECTA), that *the Client*, or their assessment candidates, generate on the *GeneSys Online assessment system* which is saved on the system and processed by Psytech International.
- 1.8 **“Designated user”**: shall mean a duly qualified person who lawfully uses the *GeneSys Online assessment system* as, or on behalf of, *the Client*. Should the *Designated user* be accessing and making use of the psychological assessments on the *GeneSys Online assessment system*, the definition of *“Responsible professional”* shall apply to this person too.
- 1.1 **“GeneSys Online assessment system”**: shall mean the proprietary assessment administration and reporting platform developed and maintained by Psytech International.
- 1.2 **“In-house training”**: shall mean training conducted at *the Client’s* premises and attended by the *Responsible professionals*, employees, contractors, or appropriately HPCSA registered psychology interns employed by *the Client*.
- 1.3 **“Intellectual property”**: shall mean trademarks, service marks, trade and business names, logos, rights in designs, patents, copy right, database rights, moral rights and rights in know-how and other intellectual property rights, whether registered or unregistered, including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, any knowledge, product or document including but not limited to test items and instructions, training manuals, scoring keys, formulas, algorithms and the text of reports.
- 1.1 **“On-site Support Visits”**: shall mean on-site visits by Psytech SA technical support staff when technical issues cannot be resolved remotely.

- 1.2 **“Professional Service and Support”**: shall mean on-site visits, telephonic or virtual calls by Psytech SA for support with work of a psychological nature or involving Psytech International products and expertise from a duly qualified Psytech SA employee. This includes, but is not limited to, psychological assessments, consulting projects, workshops, or meetings regarding advice on Psytech International products and the use thereof.
- 1.1 **“Psytech International products”**: shall mean psychological assessment tools and non-psychological assessment tools connected with the *GeneSys Online assessment system*.
- 1.2 **“Purchase Order Number (PO Number)”**: shall mean a numbered document that commits *the Client’s* willingness to make a purchase.
- 1.3 **“Responsible professional”**: shall mean any psychology professional registered with the Health Professions Council of South Africa (HPCSA) in the category of a Psychologist, Psychometrist (Independent Practice) and Registered Counsellor (Independent Practice), who takes responsibility for the use and oversight of the *GeneSys Online assessment system* and the paper-and-pencil material on behalf of *the Client*. In most instances, the *“Responsible professional”* and the *“Designated user”* are the same individual, unless *the Client* is making use of non-psychological assessment tools on the *GeneSys Online assessment system*.
- 1.4 **“Telephonic support”**: shall mean telephonic assistance for individuals in troubleshooting the *GeneSys Online assessment system*.
- 2. Terms and Conditions of the GeneSys Online assessment system usage and other non-psychological products such as GeneSys 360:**
- 2.1 Professional responsibility for the use of the *GeneSys Online assessment system*, the purchase of *credits* and the use of the psychological assessments must be undertaken by a *Responsible professional*.
- 2.2 Access and use of non-psychological products such as the GeneSys 360° by unregistered persons is available to the HR industry and other similar environments. No formal training or accreditation is required to use this platform. The Genesys 360° User’s login credentials are confidential and should not be shared with others. It is the *Designated Users* responsibility to safeguard this information.
- 2.3 Psytech GeneSys 360° is not a psychological assessment tool. While it is available to non-psychology professionals, all *Designated Users* are expected to interpret the results responsibly and within the scope of their professional expertise. Psytech SA assumes no responsibility for any consequences arising from misuse or misinterpretation of the platform’s outputs.
- 2.4 *The Client* will not gain access to the psychological assessments on the *GeneSys Online assessment system* where *the Client* and/or *Designated user* is not a *Responsible professional*, or where there is no *Responsible professional* employed by *the Client*.) Login credentials are confidential and should not be shared with anyone else. It is the *Responsible professional’s* responsibility to safeguard this information.
- 2.5 Should the *Responsible professional* working as, or for, *the Client* resign or in any way abandon the *GeneSys Online assessment system* account, it is the responsibility of the *Responsible professional* to inform Psytech SA of their intentions. Alternatively, *the Client* is obliged to inform Psytech SA of the above. Psytech SA will suspend the

account until such time as another *Responsible professional* is appointed by *the Client*.

- 2.6 In using the *GeneSys Online assessment system*, the *Designated user* and / or *Responsible professional* acquires the right to use the platform only subject to the purchase of *credits* for the scoring of assessments and report generation. Copyright and ownership of *intellectual property* is not transferred. The user may not copy, de-compile, decrypt or develop imitations of the Psytech International's *GeneSys Online assessment system*.
- 2.7 If the *Responsible professional* responsible for the account is suspended, deregistered or does not maintain their professional standing with the HPCSA, upon Psytech SA becoming aware of this, their account will be suspended, pending proof of reinstatement of registration with the HPCSA.
- 2.8 An intern or student psychologist / psychometrist / registered counsellor is not permitted to open an account with Psytech SA. Their supervisor will be responsible for the account. Upon proof of registration, the newly qualified professional may apply for their own account with Psytech SA.
- 2.9 Responsibility rests with the *Responsible professional* to ensure that assessments are administered within the framework of South African laws, professional regulations, and ethical codes of conduct. Psytech SA assumes no responsibility for any legal, disciplinary, or professional consequences arising from the improper use of assessments.
- 2.10 Psytech SA will not be held responsible for decisions made based on the assessments, reports, or results generated through the *GeneSys Online assessment system*. All interpretations and decisions must be made by a *Responsible professional*. The accuracy of assessments depends on the proper use and interpretation by such professionals. Psytech SA will not refund or assume responsibility for *credits* lost due to user error, incorrect report selections, or for surplus credit balances. *Credits* lost due to system-related errors will be investigated, and once their validity has been confirmed, refunds will be processed accordingly. Investigations for *credits* lost due to system errors can take 24 to 48 working hours and we rely on Psytech International to assist, therefore this timing can be impacted.

### **3. Terms and Conditions for Paper-and-Pencil Psychological Assessment Usage**

- 3.1 Professional responsibility for the appropriate storage, and ethical use of psychological assessment material must be undertaken by a *Responsible professional*.
- 3.2 Should the *Responsible professional* no longer be employed by *the Client*, the *Responsible professional* must arrange for the assessment material to be appropriately disposed of in such a way that the integrity of the contents of the assessments is not compromised. Alternatively, the *Responsible professional* needs to store the assessment material in a manner that safeguards the material until a new *Responsible professional* is appointed.

### **4. Training and support for the GeneSys Online assessment system:**

- 4.1 Psytech SA will provide access to videos offering basic training on the *GeneSys Online assessment system* to *Designated users* to familiarise themselves with the use of the system. It is the responsibility of the *Designated user* and/or the

*Responsible professional* to ensure that they are comfortable with navigating the system. Thereafter, further training can be provided on request which clarifies and answers any questions regarding the videos and navigation of the system.

- 4.2 Should Psytech SA feel that the *Designated user* and/or *Responsible professional* does not have an adequate grasp of the use of the system, Psytech SA reserves the right to insist that the *Designated user* and/or *Responsible professional* attend formal *GeneSys Online assessment system* training. Please refer to point 4.3 below; subject to Psytech SA's training catalogue. Subsequent training will be at *the Client's* expense.
- 4.3 The cost of the *GeneSys Online assessment system* training will be reflected on Psytech SA's training price list, which is subject to an increase annually from 1 January.
- 4.4 Psytech SA reserves the right to insist that *Designated users* and/or *Responsible professionals* are re-trained or receive supplementary training on the navigation and ethical use of the *GeneSys Online assessment system* if it becomes apparent to Psytech SA that they are not competent to use the platform responsibly without such training. This training will be subject to the dates available on our training catalogue, at *the Client's* expense.
- 4.5 Psytech SA does not provide training or support for other components of the *Client's* IT software and hardware environment. The *Designated user* and/or the *Responsible professional* are encouraged to engage with their IT team and to ensure that the *GeneSys Online assessment system* can be accessed within their working environment.
- 4.6 Providing of *telephonic support* may be subject to Psytech SA's discretion and the *Designated user* and/or the *Responsible professional* having received *GeneSys Online assessment system* training.
- 4.7 Should any training courses run by Psytech SA utilise an online learning platform, it is the responsibility of the *Designated user* and/or *Responsible professional* to ensure that:
  - 4.7.1 the email address provided on the training enrolment form is the correct email address for all communication regarding training.
  - 4.7.2 ensure that their firewall / relevant IT security permissions allow for the delivery of emails from an online learning platform.

*Please refer to Psytech SA's Training Catalogue and Enrolment form for additional information regarding GeneSys Online assessment system training.*

## **5. Psytech SA CEU accredited Psychological Assessments Training:**

- 5.1 The *Responsible professional* has an ethical duty and is bound by the HPCSA in their use of psychological assessments. It is the responsibility of the *Responsible professional* to ensure that they are adequately familiar with the psychological assessments that they would like to use prior to the use of said assessment. This includes all information about the assessment and being familiar with the assessment method (online versus paper-and-pencil).
- 5.2 Psytech SA does not insist on training prior to accessing and use of their assessment offering. Psytech SA reserves the right to change this in future in which case *the Client* will be appropriately notified. Attending training is however recommended for

the *Responsible professional* to understand the interpretation and use of the assessments.

5.3 The cost of all training is outlined in the CEU Training Catalogue and is subject to an annual increase on 1 January.

5.4 Psytech SA training is payable in advance. Training shall not be provided based on *PO numbers* alone and payment is necessary for training to occur.

5.5 Should any training courses offered by Psytech SA utilise an online learning platform, it is the responsibility of *Designated user* and/or *Responsible professional* to ensure that:

5.5.1 the email address provided on the training enrolment form is the correct email address for all communication regarding training.

5.5.2 ensure that their firewall/relevant IT security permissions allow for the delivery of emails from an online learning platform.

*Please refer to the CEU Training Catalogue and Enrolment form for additional information regarding CEU training opportunities.*

## **6. In-house Training & Consulting rates for CEU accredited training and general consulting:**

6.1 All *in-house training* and consulting invoices are payable in advance.

6.2 Disbursements in respect of training such as printing, subsistence, and travel-related costs will be invoiced and payable after the training has occurred.

6.3 If *the Client* should require the training to take place at an alternative venue other than their offices, any costs associated with this will be for *the Client's* account.

6.4 Should training be required to provide CEU points, an additional associated *CEU accreditation* cost will be payable by *the Client*.

*Psytech SA's Consulting Price List offers various consulting rates depending on the nature of the engagement and the number of attendees. Please refer to the Psytech SA Consulting Price list for further information.*

## **7. Professional Service and Support Visits and Calls:**

7.1 All *professional service and support* will be charged in terms of time spent on the professional concerns at the *base consulting rate* plus travel costs charged at the *AA rate* unless otherwise agreed upon, at Psytech SA's discretion.

7.2 While Psytech SA endeavours to assist telephonically on all professional matters, it will be at the discretion of Psytech SA to provide *telephonic support* should the *Responsible professional* have chosen not to attend training on the psychological assessments under discussion.

*Please refer to the Consulting pricelist for further information.*

## **8. Placing an order and payment:**

8.1 The process of placing an order:

8.1.1 The *Designated user* is already in possession of an account with Psytech SA and has access to the *Genesys Online assessment system*.

8.1.2 The *Designated user* and/or *Responsible professional* completes and signs an order form.

8.1.3 Psytech SA confirms their continued registration with the HPCSA.

- 8.1.4 The order is sent to the accounts department where an invoice will be generated and sent to *the Client's* specified person responsible for payments (as indicated on the client details hereunder).
- 8.1.5 Once payment is received, the order can be fulfilled.
- 8.2 Should *the Client* require a quote initially in order to generate a *PO number*, or any additional information on the invoice, it is the responsibility of *the Client* to ensure that this information is sent to us for these purposes.
- 8.3 No order will be processed without prior payment, or without submission of an order form.
- 8.4 Products (whether physical assessment material, or online assessment credits) that have been invoiced remain the sole property of Psytech SA and will only be provided once payment has been received in full and reflects in Psytech SA's bank account.
- 8.5 Training and consulting services will always require payment in advance. The amount of hours spent on such services will be estimated upfront and quoted for. Should additional hours be required in which to complete the work, this will be made known to *the Client* as soon as the need is foreseen. The additional hours will be added to the scope of the project and invoiced thereafter.
- 8.6 Should the order include paper-and-pencil material, it is the responsibility of *the Client* to cover the courier costs.
- 8.7 A *PO number* is not accepted as payment.
- 8.8 Invoices not paid within 30 days of statement will attract interest at prime rate plus two percent.
- 8.9 As from January 2022 no new 30-day facility accounts will be opened.

#### **9. Intellectual Property Rights:**

- 9.1 Each party represents and warrants that it shall not transfer or license or allow the use of the other party's intellectual property without the prior written consent of the other party.
- 9.2 *The Client* recognises that Psytech SA is the sole distributor of *Psytech International products* and that *the Client* is entitled to purchase *credits* and use the *GeneSys Online assessment system* only for its own use. *The Client* is not entitled to lend, donate, lease or in any way deal with *credits* in respect of the *GeneSys Online assessment system*.
- 9.3 *The Client* and *Responsible professional* are prohibited from photocopying, redistributing, or in any way recreating any component of the paper-and-pencil assessment material.
- 9.4 If the *Responsible professional* suspects the account credentials have been compromised, please inform Psytech SA immediately to prevent unauthorised access to the account.

#### **10. Confidential Information:**

- 10.1 Each party agrees to treat as confidential: all *confidential information*, which may at any time come into its possession, as well as information which relates to proposed business activities, financial affairs, products, developments, trade secrets, customers, or suppliers of other information, which may reasonably be regarded as

confidential, obtained from or made available by the *Client* or Psytech SA, in whatever form, whether in verbal, paper, electronic or digital.

10.2 Psytech SA undertakes not to use any *confidential information* for any purpose other than in connection with the *GeneSys Online assessment system* unless required by law. Psytech SA will not share such information with its employees, advisors, agents, or sub-contractors, except to the extent necessary for *the Client* to receive service from us, to operate the *GeneSys Online assessment system*, or as required by law. The requirements of this section shall survive termination or expiry of the contract between Psytech SA and *the Client*.

10.3 *Confidential information* shall not include information which is or becomes generally available to the public without breach of this agreement, was lawfully in the possession of Psytech SA prior to its disclosure by *the Client*, is made available to Psytech SA from a third party not in breach of any obligations of confidentiality, is independently developed by Psytech SA, or is required to be disclosed by Psytech SA pursuant to law, rule, regulation, subpoena, or court order.

## **11. Data Protection and Protection of Personal Information:**

11.1 Psytech SA holds the exclusive rights to distribute Psytech International's psychometric assessments as well as the *GeneSys Online assessment system* in South Africa, and distribution rights throughout Africa.

11.2 Psytech International acts as a data processor and is committed to ensure compliance with all legal requirements in so doing.

11.3 Given the global footprint of Psytech International, with its headquarters in Europe, the General Data Protection Regulation (GDPR) is adhered to, with Psytech International as the 'data processor'.

11.4 As the South African sole distribution partner, the Protection of Personal Information Act (POPIA) is also adhered to for our data processing.

11.5 Under the regulations of the Health Professions Council of South Africa (HPCSA) as well as the Employment Equity Act (no. 55 of 1998) (EEA), it is the duty of Psytech SA to do research on collected *data* and meet the requirements set out in the EEA. In both the GDPR and POPIA, provision is made for the use of *data* for research purposes.

## **12. Psytech SA office hours:**

12.1 Psytech SA's Johannesburg office hours are: 08:00 – 16:00, Monday to Friday – with the exception of public holidays, as well as between (and including) the 25th December and 2nd January.

12.2 Any additional closure of the offices will be communicated via our bulk emailing system.

12.3 All orders and queries received before or after this time will be attended to on the next business day.

12.4 While Psytech SA endeavours to attend to all queries and orders as soon as possible, at times, reasonable delays need to be kept in mind. We will always do our best to service all requests and orders as soon as possible.

### **13. Communication:**

- 13.1 Psytech SA endeavours to maintain clear communication with *the Client*. All price list updates, product updates and important news are communicated via our bulk emailing system.
- 13.2 It is the responsibility of *the Client* to:
- 13.2.1 ensure they notify us should email addresses change.
- 13.2.2 ensure that all email addresses requiring our bulk emails are provided to us in this document.
- 13.2.3 ensure that their firewall / relevant IT security permissions allow for the delivery of our bulk emails.

### **14. General Terms:**

- 14.1 No variation of these terms and conditions shall be of any force or effect unless the variation is agreed to in writing and signed by Psytech SA and *the Client*.
- 14.2 No relaxation or indulgence granted to *the Client* by Psytech SA shall have the effect of waiving Psytech SA's rights under these terms and conditions and Psytech SA shall be entitled to enforce its rights despite such indulgence.

### **15. Force Majeure:**

Neither party shall be liable for any failure or delay in performance under this agreement if such failure or delay is caused by unforeseeable circumstances or circumstances beyond their reasonable control, including but not limited to acts of God, war, strikes, pandemics, government restrictions, or any other unforeseen events. In such cases, the affected party shall promptly notify the other and make reasonable efforts to resume performance as soon as possible.

16. Both parties accept the relevant addresses below as their respective domicilium citandi et executandi.

**I/We acknowledge having read the above terms and conditions, and hereby agree to be bound by all such terms and conditions.**

**The *Designated user* should initial each page of this agreement.**

Please Note:

- Interns or student psychologists / psychometrists / registered counsellors are not permitted to open an account with Psytech SA. The intern / student's professional supervisor will be responsible for the account and the account can be transferred to the newly qualified professional on their formal request, with proof of registration.
- Should a registered HPCSA professional lose their registration, the account will be suspended, pending proof of reinstatement with the HPCSA.



**The Client:**

Identity number if <i>the client</i> is acting in their personal capacity	
Company registered name	
Company registration number	
VAT number	
Director(s) Full Name:	
Signature(s) of Director(s):	
<i>Designated user / Responsible professional</i> (Full Name):	
<i>Responsible professional's</i> HPCSA number:	
<i>Responsible professional's</i> email address to be used to access the GeneSys Online assessment system:	
Contact Number for <i>Designated user / Responsible professional</i> :	
Email Address for <i>Designated user / Responsible professional</i> :	
<input type="checkbox"/> By marking this box, I agree to receiving emails from Psytech SA. These emails will be sent via a bulk mailer service and will include an "unsubscribe" opportunity. We commit to using your email address responsibly. <b>Failure to sign mark this box means that pricelist updates, product updates and other communication will NOT be received.</b>	
Signature of <i>Designated user / Responsible professional</i> :	
Other email addresses to receive communications from us:	
<input type="checkbox"/> By marking this box, I agree to receiving emails from Psytech SA. These emails will be sent via a bulk mailer service and will include an "unsubscribe" opportunity. We commit to using your email address responsibly. <b>Failure to sign mark this box means that pricelist updates, product updates and other communication will NOT be received.</b>	
Full name of witness 1:	
Witness 1 signature:	



Full name of witness 2:	
Witness 2 signature:	
Date:	
Signed at:	

*The Client's* details required to open an account with Psytech SA for **invoicing purposes**:

Office number:	
Cell number:	
Physical address:	
Postal address:	
Registered office address:	
Accounts person responsible for making payment:	
Contact number for accounts person:	
Email for accounts:	

**Psytech SA (Pty) Ltd**

Director:	Nanette Tredoux
Director Signature:	
Psytech SA registered address	156 Bram Fischer Drive 2 <sup>nd</sup> Floor Ferndale Randburg 2194
Full name of witness 1:	
Witness 1 signature:	
Full name of witness 2:	
Witness 2 signature:	
Date:	
Signed at:	