

SALE OF FINANCIAL MARKETS EDUCATION – AGREEMENT – Lifetime

1. Definitions

In this Sale of Financial Markets Education Agreement, unless inconsistent with or otherwise indicated by the context;

1.1 “Commencement Date” means the date upon which the agreement is electronically signed by the purchaser;

1.2 “Contract Price” means the purchase price payable by the Purchaser to the Seller for the Financial Markets Education course and as specified in the online purchase order;

1.3 “Financial Markets Education” means an Online Financial Markets Education course known as the Financial Markets Course which trains the Purchaser to trade in securities, derivatives and currencies on securities, derivatives and currency exchanges and;

1.4 “Online Purchase Order” means the information captured relating to the Sale of Financial Markets Education Agreement (purchaser’s particulars, contract price, method of payment, etc.)

1.5 “Password”, which gives the Purchaser access to the Online Learning Management System, for the Financial Markets Education course elected in the online purchase order (“Financial Markets Education”), will be chosen by the Purchaser;

1.6 “Party” or “parties” means individually or collectively, as the context may require, the Seller and the Purchaser;

1.7 “Purchaser” means the person, company, firm, partnership, or any other entity, including its successors or assigns, identified in the online purchase order.

1.8 “Sale of Financial Markets Education Agreement” or “Agreement” means the sale agreement between the Seller and the Purchaser in relation to the Financial Markets Education, including the information captured on the online purchase order, these Sale of Financial Markets Education Terms and Conditions, and the General Terms and Conditions set out below;

1.9 “Seller” means the person whose particulars appears in the heading of the Sale of Financial Markets Education Agreement and called “The Seller”;

1.10 "SMC" means Stock Market College (Proprietary) Limited, Registration No. 2002/025712/07, a private company with limited liability duly registered and incorporated in terms of the laws of the Republic of South Africa of First Floor, building 13, Woodmead Estate, 1 Woodmead Drive, Woodmead, Johannesburg, 2191 or such other address in South Africa to which SMC may move by virtue of capacity requirements ("the SMC Campus").

2. Contract Price and Payment

2.1 The Contract Price set out in the online purchase order shall be payable by the Purchaser to the Seller. The Purchaser shall in the online purchase order elect the method by which he / she will pay the Contract Price or any part or balance thereof, which may be in a combination of payment methods, i.e. by electronic transfer, cash, credit/debit card or debit order, or any combination thereof, and shall duly give effect to such elected payment method.

2.2 Should the Purchaser elect to pay any part of the Contract Price in instalments by debit order, the Purchaser (or the Account Holder on his/her behalf) shall complete and electronically sign, or have completed and electronically signed the Debit Order Authorisation in the online purchase order, the Purchaser undertaking to instruct his / her bank, or to procure that the Account Holder instruct his / her bank to effect payment of such instalments by debit order, provided that if the Purchaser (or the Account Holder on his / her behalf) terminates such debit order, the Purchaser shall nevertheless remain liable for payment of the Contract Price by other means on demand.

2.3 Should a third party authorise payment of the Contract Price or any part thereof by means of his / her credit/debit card or by debit order drawn on his / her bank account terminate such payment/s, all payments made under such authorisation shall be deemed to be payments made by the Purchaser, and such termination shall be deemed to be that of the Purchaser, who shall remain liable for the payment of the Contract Price, or deposit or instalments or the balance thereof by other means.

2.4 The Purchaser/Card Holder shall pay the Contract Price to the banking account of the Seller or should the Seller nominates SMC in the online purchase order, payment may be made into the banking account of SMC as the account to which payment must be made to it in terms of this agreement.

2.5 Should the Purchaser fail to pay the Contract Price or any part thereof on the due date thereof, then, without derogating from any of the other rights of the Seller, the Contract Price or any part of balance thereof shall immediately and without notice become due and payable, and the Purchaser shall be liable unto the Seller any collection fees which may incur.

2.6 Should the Seller not be able to reach the Purchaser at any of the contact details given in this agreement, be it by telephone, mobile, email or post, the Purchaser consents to the Seller performing a trace on the Purchaser's records on the Trans Union (ITC) Database or the database of any other credit bureau solely for the purposes of getting the most recent contact details to get into contact with the Purchaser.

3. Delivery

3.1 Notwithstanding any other provision to the contrary, the Seller shall deliver the Financial Markets Education and access to the Online Learning Management System to the Purchaser only against receipt or clearance of the Contract Price or the part thereof due on the Commencement Date in the banking account identified in online purchase agreement.

3.2 Delivery of the Financial Markets Education course shall be affected by the Purchaser choosing an email address and creating a Password, which will allow the Purchaser access to the Online Learning Management System, which contains the Financial Markets Education course material.

3.3 The Purchaser acknowledges that once he / she has chosen an email address and created a Password, to access the Online Learning Management System, it will be deemed that he / she took delivery of the Financial Markets Education.

GENERAL TERMS AND CONDITIONS

4. Limitation of Liability

4.1 Without limitation, any investment or financial decision which the Purchaser may make as a direct or indirect result of any information, material or knowledge acquired by him/her in terms of the Financial Markets Education Agreement, shall be entirely at the Purchaser's risk, and for his/her own benefit or loss.

4.2 Neither the Seller, nor any of their employees, Affiliates or Sub-Distributors ("the Seller") shall be liable for any loss or damage, either direct, indirect or consequential, suffered by the Purchaser or any other person as a result of (i) any investment or financial decision by him/her based on the use of the Financial Markets Education, (ii) any action or omission, including any failure or delay, or the provision of any information, either correctly or incorrectly, or any mistake, error or omission by or on the part of the Seller (iii) from the use of the Financial Markets Education (iv) any computer virus or security breach, including computer hacking which may result in damage, destruction, alteration or corruption of any device, program or systems of or used by the Purchaser (v) causes beyond the control of the Seller, unless the Purchaser can show that the loss or damage suffered by him/her is a direct result of any wilfulness or gross negligence on the part of the Seller.

4.3 The reason for the limitation of liability set out above is the fact that the use of the Financial Markets Education calls for a value judgement on the part of the Purchaser, over which the Seller has no control.

5. Warranties and Acknowledgements

The Purchaser, by his/her electronic signature to the Agreement warrants, acknowledges or confirms that (i) all of the information pertaining to him/her as specified in the Agreement (including the completion of the online purchase order) is true and correct, and that he/she has the capacity and authority to enter into the Agreement (ii) he/she was given the opportunity to inspect the Financial Markets Education prior to his/her electronic signature, (iii) and satisfied himself/herself with the Financial Markets Education and its operation for his/her purposes (iv) he/she must satisfy himself/herself prior to conclusion of the Agreement that his/her computer and programs (including capacity) are compatible with and suitable for the Financial Markets Education, the Seller accepting no responsibility in that regard, and (v) he/she read or was given the opportunity to read the Agreement prior to signature thereof, and that he/she received a copy by email thereof.

6. Cooling Off Period

If the transaction herein recorded resulted from Direct Marketing the Purchaser may rescind the transaction without reason or penalty, by notice to the Seller in Writing or other recorded form, within 5 (Five) business days after the later of the date the transaction or Agreement was concluded or the Financial Markets Education being the subject to this transaction were delivered to the Purchaser.

7. Intellectual Property Rights

7.1 Save as expressly otherwise stated in the Agreement, all rights, title, and interest in and to all trade names, trademarks, logos, copyrights and other intellectual property rights used or embodied in or relating to the Financial Markets Education, (collectively "intellectual property") shall be and remain the sole property of SMC or its suppliers.

7.2 The Purchaser shall not be entitled to reproduce, distribute, disseminate, sell, publish, broadcast, or copy the intellectual property in any way whatsoever.

7.3 The Purchaser undertakes that he/she shall not at any time in any way question or dispute the ownership of the intellectual property, perform any act that would injure the reputation or goodwill attaching to the intellectual property, infringe or prejudice such rights, and always abide by all laws applicable to the intellectual property.

8. Breach of Contract

Diversit-e Smart Trade College (Pty) Ltd Distributor of Stock Market College (Pty) Ltd

8.1 Should the Purchaser breach any term or condition of the Agreement or any warranty given by him/her thereunder, or fail to fulfil any of his/her obligations in terms thereof, including any failure to pay the Contract Price, or any part thereof when due, owing and payable, or should the Purchaser be sequestered or liquidated, whether provisionally or finally, and whether voluntarily or compulsory, then without prejudice to the Seller's other rights in law, the Seller shall be entitled forthwith and without notice to the Purchaser to cancel the Agreement, or to demand specific performance by the Purchaser of all his/her obligations in terms thereof, including the right to demand immediate payment of all sums of money (including future instalments) owing by the Purchaser, whether or not then due, but in either event without prejudice to the Seller's right to claim such damages as it may have suffered by reason of any breach or failure by the Purchaser.

8.2 In the event of the Seller or the Purchaser instituting legal proceedings against the other pursuant to the Agreement, the party to whom a cost order is granted shall be entitled to his/her costs on the scale as between attorney and own client, including collection costs.

9. General Provisions and Interpretation

The parties acknowledge and agree that: -

9.1 save for terms implied by law, the Agreement constitutes and contains the entire agreement between them regarding the matters therein dealt with, and no provisions, terms, conditions, stipulations, warranties or representations of whatsoever nature, whether express or implied, have been agreed to or made by any of the parties or on their behalf except as are recorded herein, the Seller confirming that none of its employees, agents or other representatives are authorised to give the Purchaser any advice of a financial nature, or to make any promises or representations of any nature, verbal or in writing to the Purchaser in respect of the Financial Markets Education or any other matter, other than as contained in the Agreement or in the Seller's Promotional Material;

9.2 no relaxation, extension of time, indulgence or leniency of time, which the Seller may show to the Purchaser shall in any way constitute a waiver by the Seller of any of its rights under the Agreement, and the Seller shall not thereby be prejudiced or stopped from exercising any of its rights against the Purchaser which may by then already have arisen or which may arise thereafter;

9.3 no alteration, variation, amendment or purported consensual cancellation of the Agreement or this clause, or any waiver thereof shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties hereto;



9.4 the rights and/or obligations of the Purchaser in terms of the Agreement may not be ceded or assigned to any third party without the Seller's prior written consent. The rights and obligations of the Seller in terms of the Agreement may be ceded, assigned and or delegated by it to any other person on written notice to the Purchaser, provided that should the Purchaser's consent be required, such consent shall not unreasonably be withheld;

9.5 the Agreement and all matters and disputes arising there from or incidental thereto shall be governed by and be construed in accordance with the laws of the Republic of South Africa;

9.6 the parties, in terms of the provisions of Section 45 of the Magistrate Court Act, No 32 of 1944, as amended, consent to the jurisdiction of the Magistrates Court in relation to any action or proceeding otherwise beyond the jurisdiction, provided that the Seller in its sole and absolute discretion may institute any such action or proceeding in a division of the High Court of South Africa having jurisdiction;

9.7 a certificate signed by any director or accountant of the Seller certifying the sum of any amount due, owing and/or payable by the Purchaser to the Seller, or any other fact in relation to the Agreement, shall be prima facie proof of its contents and sufficient proof for any judgment or order, or any other proceedings;

9.8 if a court or other competent authority having jurisdiction finds that any term or condition of the Agreement is unenforceable, illegal, void or contrary to public policy, such term or condition shall have no effect whatsoever upon the binding force or effectiveness of the remainder of the Agreement, it being the intention and declaration of the parties that they, even with knowledge of such unenforceability, illegality, invalidity or avoidance at the Commencement Date, would have entered into a contract containing all other terms and conditions set out in the Agreement;

9.9 the Purchaser and the Seller choose as their respective domicilia citandi et executandi ("domicilium") their physical addresses appointed in the online purchase order: Purchaser's Particulars for all purposes arising out of or in connection with the Agreement;

9.10 a party may from time to time by written notice to the other vary his/her domicilium to another address within the Republic of South Africa, which is not a post office box or poste restante. Such notified address shall become the domicilium of that party within 7 (seven) days of the other party receiving such notification;

9.11 any notice given by a party to the other party ("addressee") which:-

9.11.1 is delivered or made by hand during normal business hours at the addressee's physical address/domicilium for the time being shall be presumed to

have been received by the addressee at the time of delivery, provided that the presumption shall only apply if written proof of receipt is obtained by the delivering party, and duly produced on demand;

9.11.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee's postal address or domicilium, shall be presumed to have been received by the addressee on the seventh (seventh) day after the date of posting;

9.12 all notices by a party to the other in terms of the Agreement must be in writing, and where in terms of the Agreement any communication is required to be in writing, the term writing may include communications by email, provided that receipt thereof by the addressee must be proven by the production of a email transmission report, and the direct or indirect admission of receipt thereof by the addressee by email;

9.13 the Seller records telephone calls made or received by the Seller to or from the Purchaser, who agrees to such recordings;

9.14 in the Agreement:-

9.14.1 clause headings are for reference purposes only and shall not affect its interpretation;

9.14.2 references to natural persons shall include bodies corporate, other legal personae, associations, partnerships, trusts and other business entities, and vice versa;

9.14.3 references to the singular shall include the plural and vice versa;

9.14.4 any word or expression importing the masculine gender shall include the feminine, the neuter, and vice versa;

9.14.5 the rule of construction that the Agreement shall be interpreted against the party responsible for the drafting or preparation thereof shall not apply;

9.14.6 if any definition in the Agreement confers rights or imposes obligations on any party, such provisions shall be given effect to as if it is a substantive provision in the body of the Agreement;

9.14.7 the expiration or termination of the Agreement shall not affect such of the provisions thereof as expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.