

## STUDENT UNDERTAKING AGREEMENT

### 1. INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context:

- 1.1 “**Agreement**” means the agreement as set out in this document and the annexures hereto;
- 1.2 “**Business**” means the business conducted by the Company.
- 1.3 “**Confidential Information**” includes, but is not limited to, any of the Company’s trade secrets or technical know-how or systems and confidential information in general which relates to the Company’s business, including, but not limited to, the working of any process or training method or invention or marketing technique or financial information or method or data or software or programmes or client lists or process(es) which is carried on or used by the Company, and other matters which relate to the business of the Company in respect of which information is not readily available in the ordinary course of business to a competitor of the Company. “Confidential Information” also includes any similar proprietary information of any of the Company’s clients and/or suppliers to which the Student has been exposed by virtue of his/her engagement with the Company. Confidential Information also includes any personal information of any of the Company’s employees to which the Student has been exposed by virtue of his/her course with the Company, but excludes:
  - 1.3.1 any information which is at the time of disclosure already in the public domain or thereafter becomes part of the public domain otherwise than by breach of this Agreement; and
  - 1.3.2 such information that the Student is able to prove was within his/her knowledge prior to the conclusion of the Agreement and such information that the Student is able to prove subsequently lawfully came to his/her knowledge from a third party lawfully possessing and disclosing such information;
- 1.4 “**Intellectual Property**” means, collectively, designs, utility models, copyright, trademarks, know-how, inventions, semiconductor topography rights, computer programmes, data programmes, databases or information financial documentation, trade and business secrets, the look-and-feel and any other type of intellectual property that is used or held in connection with the Services, regardless of whether such intellectual property is currently used or held or is registered or unregistered;
- 1.5 “**the Parties**” or “**Party**” means the Party or Parties to this Agreement;
- 1.6 “**POPI**” means the Protection of Personal Information Act 4 of 2013 (as amended) and any successor;

- 1.7 “**Signature Date**” means the date on which this Agreement is signed by the Student;
- 1.9 words importing the singular shall include the plural and vice versa;
- 1.10 words importing natural persons includes legal persons and partnerships and vice versa;
- 1.11 words importing masculine gender includes the female genders;
- 1.12 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time; and
- 1.13 The clause headings in this Agreement have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Agreement.
- 1.14 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.15 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

## **2. CONFIDENTIALITY**

- 2.1 The Student acknowledges that any information, documents, materials, data, local code, knowledge, know-how, trade secrets, and proprietary interests in physical or electronic form, including passwords, vesting in and belonging to the Company disclosed to the Student by or on behalf of the Company which is not in the public domain is confidential and may not be used or disclosed to any third party (whether during the negotiations preceding, during the course of and/or after the termination of this Agreement) for any reason whatsoever save as may be strictly necessary for the due and effectual rendering of the Services.
- 2.2 The Student's obligations regarding confidentiality will exist both during the period of the Agreement with the Company, and thereafter indefinitely.
- 2.3 The Student undertakes to take all reasonable steps and precautions to prevent unauthorized disclosure of the Confidential Information through or by any other party.
- 2.4 In the event that the Student breaches his/her obligations regarding confidentiality during the period of the Agreement, and thereafter indefinitely will constitute a serious breach which may give rise to immediate expulsion.

## **3. INDEMNITY**

The Student will not institute a claim of any nature against the Company, any employee and/or associate of the Company and will not hold the Company, any employee and/or associate of the Company responsible for any damage or loss of any nature whatsoever that the Student or any

property belonging to the Student may sustain and which directly or indirectly follows from any of the following the Student's voluntary participation in the course or any other activity of any nature whatsoever that is related to the Student's studies or training, or to the recreation of any nature; or by utilization of any premises, building, equipment or facility of the Company, on the premises of any nature whatsoever; the Company takes out no insurance to this purpose on the Student's behalf or benefit.

The Student holds the Company and all its employees and/or associates jointly and severally harmless against all liability resulting from or arising out of the above-mentioned activities.

#### **4. ACCESS TO COMPANY PREMISES OVER WEEKENDS AND/OR AFTER BUSINESS HOURS**

It is specifically recorded that any right to access the Student has to any premises of the Company is dependent upon the Student's continued studies or training with the Company.

Access to the Company's premises over the weekends need to be authorised by a staff member and/or lecturer of the Company. Access must be supervised by a staff member/lecturer of the Company.

#### **5. CONSENT TO USE PERSONAL INFORMATION**

- 5.1 The Student hereby consents to the collection and processing of his/her Personal Information (as defined in the Protection of Personal Information Act 4 of 2013 as amended ("POPI")) by the Company, for the purposes of securing and further facilitating his/her studies with the Company.
- 5.2 The Student undertakes to make available to the Company all necessary Personal Information required by the Company for the purpose of securing and further facilitating his/her studies with the Company.
- 5.3 Without limiting the generality of the aforementioned, the Student absolves the Company from any liability in terms of POPI for reasonably failing to obtain the Student's consent or to notify him/her of the reason for the processing of any of his/her Personal Information.
- 5.4 Photographs and videos taken of students while busy with the Bootcamp may be used in the following ways:
  - To record the activities of this event and as such be kept as a record in organisational files.
  - To illustrate a report to funders and supporters, to show what was done.
  - To illustrate resource materials such as a teaching unit in a training guide, or a power-point presentation, on a handout.
  - As a focal point for the evaluation of an activity.Photos and videos in the above materials will not have the names of individuals or any information about that person or group unless there is a good case for honouring that person or group for their achievements. The pictures and materials will not be sold, given to others, or used in any way to make a profit. The photographs will become the property of the organisation.

## 6. CODE OF CONDUCT

This Code of Conduct does not attempt to describe each rule, regulation or standard, which may apply, but rather to give an indication of the range and broad types of conduct and standards required of students. Individual contracts may provide clarity on specific conditions of enrolment, standards of conduct or performance that may be required. These may be further varied or expanded by established practices. Should a student have any doubts as to whether any conduct, behavior or action is in breach of The Company's rules, regulations or standards, it shall be the student's duty to approach a member of management for clarification.

Any rules, regulations, requirements, and standards contained in this document may be altered or varied from time to time by the Company. New rules, regulations, requirements, and standards may also be added. It shall be the duty of all students to be aware of the Code of Conduct and performance arising from their contracts and to familiarise themselves with any changes or additions to the Code. Changes may be communicated to students through revised versions of the Code as well as through electronic (email) or verbal briefing (meetings).

Failure to comply with any rules/regulations/codes listed below or being found guilty of non-compliance will result in disciplinary action.

- Use English as the medium of communication on the campus.
- Be on time in the mornings. When late or absent it is the student's responsibility to inform the campus mentor immediately (via telephone call or SMS).
- Be punctual when returning from breaks or lunches.
- All projects must be submitted on time.
- Noise levels must be kept down in the general workspace area and when walking around, to avoid disrupting people in the office.
- Students should only work in the areas designated for them.
- Avoid littering, use the bins around the office to discard of any waste or dirt.
- Do not operate the blinds and monitor screens without staff supervision.
- Ensure your workspace is clean at the end of each day.
- No student will move furniture in the office, e.g. moving tables or chairs from one room to another, unless instructed by a staff member.
- Smoke ONLY in the designated smoking areas around the building.
- Full participation is expected in all learning experiences offered by the Company.
- Report any damaged equipment, material, or furniture that belongs to the Company to a staff member immediately.
- No downloading is allowed for personal use e.g. movies, games, music or things that could put the campus network in danger. This can easily slow down the internet and affect everyone negatively.
- Do not leave valuables and/or personal belongings unattended in classrooms or common areas. The Company will not take responsibility for any loss. Please, report loss of belongings immediately to management.
- Do not arrive at the course inebriated/intoxicated or hungover.
- No vulgar language (swearing) will be tolerated.
- No disruptive/disturbing behaviour in class will be permitted.

## 7. EXPULSION OFFENSES

Any of the below behaviour will be dealt with via a disciplinary hearing and can lead to expulsion and/or prosecution.

- High absenteeism (absence may not exceed 6 (six) days over the duration of the course unless prior communication with valid reasons is received and approval granted by the Lecturer.
- Carrying sharp objects, guns or any object that can harm others.
- Possession or use of alcohol on the Company's premises, whether being personally consumed or found in a student's possession.
- Drug use (whether during class time campus or in personal time) during the course. Drug use is not permitted.
- Any form of discrimination (language or act) towards race, gender, religion, sexual preferences, etc. will lead to immediate expulsion.
- Theft - any student found guilty of unauthorised possession of any item belonging to someone else.
- Plagiarism (taking someone else's work and passing it as one's own).
- Any form of sexual harassment (unwelcome and inappropriate sexual remarks or physical advances towards other students or staff).
- Bullying, harassment and/or any other act of violence (whether physical, verbal or non-verbal) aimed to harm, threaten, intimidate or coerce another student(s) or staff.
- Inciting students or staff to behave or act in a manner that puts the Company or other people in danger.
- Damaging or intentionally attempting to damage the Company's property.
- Inciting students to enter into organised protests, strikes, or boycotts.
- Damaging or attempting to damage the Company's reputation.
- Any other gross misconduct or criminal or civil offences that are deemed unacceptable by the Company.

Should the student be found guilty of any of the expulsion offenses, the Company will not refund any subscription fees and/or tuition deposit already paid to the Company.