

## Shadowmatch Agreement – Pay as you go

### Between

**De Villiers Bester and Associates cc**

Registration number 2008/044971/23

Hereafter referred to as **DBA**

and

**Company Name:** \_\_\_\_\_

**Registration number:** \_\_\_\_\_

**VAT number:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Hereafter referred to as '**the client**'.

**Whereas** the client wishes to make use of the Shadowmatch system.

### 1. Interpretation:

1.1 In this agreement unless otherwise indicated –

- i. any expression which denotes male will include female and single will include plural and vice versa;
- ii. any reference to the client will include all employees, contractors and subcontractors employed or contracted by the client.

### 2. Definitions:

**"Agreement"** means this Shadowmatch Agreement;

**"Shadowmatch system"** means the internet based system, utilised to create benchmark profiles, interview packs, Shadowmatch profiles, Personal Development Programmes (PDP's), job specifications, matching reports, introduction reports, personal reports, team profiles, team reports and relationship reports;

**"Worksheet invitation"** means the link or digital key allowing an individual to gain access to the Shadowmatch system for purposes of creating a Shadowmatch profile and making it possible to use the results from the Shadowmatch worksheet in all the different functionalities of the Shadowmatch system;

**"Shadowmatch worksheet"** refers to a series of situational questions and answers enabling the data subject to indicate his / her preferred behavioural patterns;

**"Use of the Shadowmatch System"** means that the client is granted the rights to use the systems functionalities for which it was intended for the period of the contract;

**"Data"** means the electronic representation of information in any form.

**"Data subject"** means any natural person in respect of whom personal information has been requested, collected, collated, processed or stored, by the Shadowmatch system

**"Data profile"** means the habit profile created by the Shadowmatch system based on the information provided by the data subject.

### **3. Commencement date:**

3.1 This Agreement shall commence on \_\_\_\_\_ (date) and shall continue for a period calculated from the Commencement date and thereafter until terminated by either party having given the other not less than sixty (60) days prior written notice of such termination.

### **4. DBA obligations:**

- 4.1 For the duration of this contract, DBA will grant The Client use of the Shadowmatch system according to the conditions of clause 5.
- 4.2 DBA will ensure that the system is available and that interruptions to the System are kept to a minimum.
- 4.3 DBA will invoice the client monthly for worksheets completed during that specific month. The invoice amount is payable no later than 30 days from invoice.
- 4.4 DBA reserves the right to withhold access to the Shadowmatch system should the client be in breach of any contractual conditions.
- 4.5 DBA reserves the right to process all data and data profiles captured by the Shadowmatch system for research and development purposes. The data will be processed anonymously and no personal information will form part of the research outcomes. The research results are used for trend analysis to enable further enhancements of the system and optimize and expand the reports generated by the system.

### **5. Client obligations:**

- 5.1 The Client is only authorised to use the Shadowmatch system for the interest of the client and the client will ensure that no worksheet invitations or system usage will be made available to anybody for any purpose that is not in line with the purpose that it was intended for.
- 5.2 The client will ensure that worksheet invitations to individuals not employed by the client will only be for recruitment purposes.
- 5.3 The Client is not authorised to on-sell or make available any Shadowmatch worksheet invitations and / or any part or right to use the Shadowmatch system to any individual, business or organization outside of the client in whatever format for whatever purpose.
- 5.4 The Client is not authorised to cede any rights in terms of this agreement without the consent of DBA.
- 5.5 The Client will ensure that the Shadowmatch system is used in the manner it was intended for as outlined in the Shadowmatch online training modules. Furthermore the Client will ensure that the worksheets are used in accordance with applicable instructions.
- 5.6 It is the client's obligation to ensure that all employees with access to the system complete the online Shadowmatch training and understand the terms of use of the system before using it.

**6. Intellectual property:**

- 6.1 The Client acknowledges that any and all of the trademarks, trade names, copyrights, patents, data, data profiles and other intellectual property rights used or embodied in or in connection with the Shadowmatch System belong exclusively to and shall be and remain the sole property of DBA and save as set out herein, nothing contained in this Agreement shall be construed so as to confer on the Client any copyright or other intellectual property rights in respect of any particular Services provided by Shadowmatch to the Client.
- 6.2 The Client acknowledges that all rights in any copy, translation, update, upgrade, adaptation or derivation of the Services including without limitation any improvement or development thereof belong exclusively to and shall be and remain the sole property of DBA.
- 6.3 The Client shall not, in any manner, copy, remove, alter or in any manner whatsoever, tamper with any copyright and/or other proprietary notice of DBA. Nothing contained in this Agreement shall be construed so as to confer on the Client any copyright or other intellectual property rights in respect of any particular services or the use of any system provided by DBA to the Client.

**7. Termination:**

- 7.1 The agreement may be terminated by either party by means of a written notification to the other party to inform the latter that the agreement will come to an end after 60 days from the date on which such notification has been received by the other party.

**8. Pricing:**

**Pay-as-you-go:**

The Client will pay for completed Shadowmatch worksheets on a pay-as-you go basis. The price per worksheet is R 475.00 plus VAT. The completed worksheets will be invoiced at the end of every month. Personal Development Programmes can also be obtained on a pay-as-you go basis at a cost of R 475.00 plus VAT per PDP. No obligation to purchase a certain quantity of worksheets. Relationship Reports will be billed at R 180.00 plus VAT per Work Relationship Report requested.

Prices may increase annually on 1 January. The new prices will be communicated to all clients via their dedicated Shadowmatch consultant.

**9. Declaration of authority:**

- 9.1 The undersigned hereby declare that they have the necessary authority to enter into an agreement on behalf of the client.

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Witness Name:** \_\_\_\_\_

9.2 The undersigned hereby declare that they have the necessary authority to enter into an agreement on behalf of De Villiers Bester and Associates CC.

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Witness Name:** \_\_\_\_\_

CONFIDENTIAL