

Peebee Code of Conduct

Preamble

Peebee is a digital platform business which aims to help people live their personal best by changing their mind, body and life. It's not just about starting to exercise, but also about learning to maintain it over the longer term.

Practically Peebee is a digital application that facilitates professional, approved Trainers and fitness Businesses to register and offer group classes in a particular area, while members of the public can use the application to search for classes they'd like to attend. They can also make specific requests if activities they are looking is not yet available in a particular area.

Our vision is to have more people exercising more regularly, flexibly and conveniently, in small groups of people with similar needs who encourage each other, under the guidance of qualified trainers, and with cutting-edge support for maintaining healthy behaviors' over the longer term. We want to make exercise easier.

In pursuit of our vision it is imperative that Trainers are professional and accountable. That is why Peebee has produced this Code of Conduct with the intention of promoting appropriate standards of training, inspire customer confidence and to enable business operators to conduct services in a professional and ethical manner.

1. Objectives

This Code has been developed to:

1. promote appropriate training standards for Peebee Trainers and Businesses;
2. to enable Peebee Trainers and Businesses to provide training and conduct services in an ethical and professional manner thereby better protecting the interests of consumers;
3. promote consumer confidence.

2. Application of the Code of Conduct

- 2.1.** This Code of Conduct does not in any way reduce or limit a Trainer or Business's obligation to comply with all applicable national laws and regulations, including but not limited to, health legislation, work health and safety legislation, misuse of drugs legislation, trade practices and consumer protection legislation, anti-discrimination and equal opportunity legislation, child safety legislation, privacy legislation, and laws for the protection of workers' rights and entitlements.
- 2.2.** This Code of Conduct does not in any way provide legal advice and should not be relied on as such. The requirements set out in this Code of Conduct are additional to the obligations imposed by applicable laws and conduct that complies with this Code will not necessarily ensure you comply with obligations imposed under applicable legislation or the common law. Trainers should obtain their own independent advice as to the legal obligations that apply to their particular circumstances.
- 2.3.** A Trainer or Business has the responsibility to ensure that they are properly indemnified against all events, actions and consequences for all its Members and for every activity and class.

3. Definitions

Approved Trainer – a Trainer that has been officially approved and contracted by Peebee and/or its agent.

Trainer – an exercise professional, sole proprietor, partnership, limited liability company, trust or any other organisation or entity that provides fitness services to the public.

Approved Business - a trading entity that has contracted with IBCG Innovations with the purpose of using Peebee to conduct activity classes.

Business – a CIPC registered fitness or exercise trading entity in the form of a CC or (Pty) Ltd. trading in South Africa.

Member – a public members who is a registered user of Peebee App.

Peebee – jointly refers to Peebee App or IBCG Innovations (Pty) Ltd, both terms are used interchangeably

Peebee App - digital platform developed to bring Members and Trainers/Businesses together enabling Members to book activities.

4. Code of Conduct

- 4.1.** A Trainer or Business must make this Code and its contents available to its Members and personnel.
- 4.2.** A Trainer or Business shall respect and follow this Code of Conduct observing not only “the letter” but also “the spirit” of the Code
- 4.3.** A Trainer and/or Business who are registered and approved by Peebee shall ensure that they are always fully qualified and that their qualification is maintained.
- 4.4.** A Trainer or Business shall conduct themselves in a manner that reflects the highest standards of integrity, fairness, honesty and responsibility recognising the far-reaching consequences of conduct.
- 4.5.** A Trainer or Business shall in all respects comply fully with the national and regional laws and regulations of the country. Misleading, illicit and dishonest dealings or conduct, in using the Peebee App, is strictly prohibited. Contravention of this clause will result in immediate cancellation of all agreements and contracts that the Trainer or Business has at the time with Peebee.
- 4.6.** A Trainer or Business shall promptly advise Peebee of any information relating to another Trainer or Business’ actual, potential or threatened violation of a Peebee contract, agreement, Code of Conduct, or any applicable laws and/or regulations.
- 4.7.** A Trainer or Business shall cooperate in any investigation undertaken by Peebee into activities that are potentially in contravention of his/her, or its, agreements with Peebee or its Code of Conduct.
- 4.8.** In the employment of Trainers by a Business, the Business shall ensure that a proper agreement exists whereby

- 4.8.1.** The Trainer is fully qualified and is an Approved Trainer in order to provide services to Peebee Members.
 - 4.8.2.** The Trainer fully complies with all agreements, contracts and Code of Conduct in terms of existing agreements between the Business and Peebee
 - 4.8.3.** The capacity in which the Trainer is engaged is clearly stated.
 - 4.8.4.** The Business takes full responsibility and is legally liable for all the actions of its personnel and the consequences of such actions; and ensuring that its personnel do not do anything in breach of this Code of Conduct.
- 4.9.** A Trainer or Business shall comply with all applicable health and safety laws. Therefore, provision is made, to the best of its ability, for a safe and clean physical environment for Members. As a minimum it shall:
- 4.9.1.** Regularly conduct and document a risk assessment of facilities, services and equipment, which should be part of a comprehensive risk management programme.
 - 4.9.2.** Especially in the case of outdoor activities the safety of Members is paramount, and all possible preventative measures are to be employed to ensure the safety of Members.
 - 4.9.3.** Provide a fully equipped first aid kit located in a prominent and easily accessible position, and ensure that all personnel and Members are aware of its location in case of an emergency.
 - 4.9.4.** Ensure that all equipment conforms to industry standards, is mechanically sound and is installed, maintained and operated in accordance with the manufacturer's written instructions and guidelines.
 - 4.9.5.** Ensure that all exercise areas contain adequate safe working space according to industry standards and guidelines.
- 4.10.** A Trainer or Business shall have an inclusive approach to dealing and engaging people. These fully supports and welcomes people of all backgrounds and identities irrespective of gender, age, race, ethnicity, culture, national origin, sexual orientation, social and economic class, political belief, religion, and mental and physical ability. In this respect there is a practice of zero-tolerance to any form of discrimination in this respect.
- 4.11.** A Trainer or Business shall ensure that they have adequate public liability insurance cover and/or professional indemnity insurance based on accepted industry standards.
- 4.12.** From time to time, the contents of this document are changed. Peebee will notify affected parties of such changes in a timely manner. The changes will become effective upon publication. To preserve its goals Peebee reserves to itself the sole right to adopt, amend, modify supplement, or rescind any or all its contents, as necessary.
- 4.13.** Financial responsibility:

- 4.13.1.** Peebee Trainers and Businesses shall operate in a financially responsible, solvent and business-like manner. If a Trainer or Business has outstanding debts with Peebee, Peebee may deduct such amount from the fees payable to the Peebee Trainer or Business that are affected by Peebee.
- 4.13.2.** If a Trainer or Business has outstanding debts with Peebee, Peebee may deduct such amount from the fees payable to the Trainer or Business.
- 4.13.3.** It is hereby agreed that a Trainer or Business shall immediately notify Peebee upon the commencement of any bankruptcy or insolvency proceedings involving a Trainer or Business, or if a receiver, trustee or similar office is appointed to manage the Trainer or Business' assets, or any assets are seized by the court or regulatory order or taken in execution of unsatisfied judgement or debt.
- 4.13.4.** It is hereby agreed that in the event of such proceedings Peebee may terminate any agreements and/or contracts that the Trainer or Business may at such time have with Peebee.
- 4.13.5.** It is furthermore agreed that Peebee may alter the terms of conducting business with a Trainer or Business, or negotiate with the trustee in bankruptcy or responsible official.
- 4.14.** All Trainers and Businesses, their assistants or volunteers, working with children under the age of 18 at a fitness facility or otherwise shall ensure that they fully comply with child safety laws, have undergone the applicable clearance and hold the necessary permits required.