

MAGNA SKILLS DEVELOPMENT INSTITUTE

Client Protection, Confidentiality & Professional Conduct Policy

Protecting our clients, delegates, confidential information, commercial relationships and institutional goodwill.

POLICY VERSION 6.5	PUBLISHED 15 March 2021	LAST UPDATED 10 November 2025
POLICY OWNER Magna Skills Development Institute	CLASSIFICATION Public	STATUS Active

CORE RULE

Access to a Magna Skills client, delegate, cohort, contact list, LMS, event or assignment is granted solely for authorised Magna Skills work. **A facilitation assignment is not a transfer of the Magna Skills client relationship.**

www.magnaskills.com

For Our Clients & Delegates

Magna Skills values the trust placed in us by organisations and delegates. Facilitators and consultants are appointed for defined programme-delivery responsibilities. Access to a client or delegate through a Magna Skills programme does not give a facilitator ownership of that relationship or authority to convert it into private or competing business.

Please protect your organisation: Future training requests, quotations, bookings, payments and commercial arrangements arising from a Magna Skills engagement should be handled through official Magna Skills channels. A private proposal to redirect business, establish a competing arrangement, offer reduced pricing outside Magna Skills or request unauthorised payment should not be treated as an authorised Magna Skills transaction.

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Clause 1 - Purpose and Scope

Magna Skills invests substantial resources in marketing, course development, client acquisition, proposals, procurement processes, relationship management, systems, administration and programme delivery. Facilitators and service providers may gain access to these relationships only because of an assignment from Magna Skills. This policy establishes mandatory safeguards governing that access.

Clause 2 - Protected Relationships & Information

Protected Magna Skills interests include existing and prospective clients, delegates, alumni, organisational contacts, procurement and finance contacts, sponsors, partners, facilitators and suppliers introduced through or identified from Magna Skills.

Confidential information includes contact details, delegate lists, applications, enquiries, organisational training requirements, budgets, pricing, quotations, proposals, procurement information, course demand, schedules, attendance records, LMS data, internal processes, commercial strategy, databases, correspondence and any non-public information learned through an assignment.

Source principle: A relationship remains protected where the facilitator became aware of, obtained access to, or materially developed the relationship through Magna Skills, even if the client later contacts the facilitator directly.

Clause 3 - No Commercial Benefit From Introduced Relationships

Magna Skills client relationships are a protected business asset. Magna Skills invests substantial financial, administrative and professional resources in identifying prospects, winning organisations, developing proposals, maintaining relationships and creating repeat business. A facilitator is paid to deliver an authorised assignment and may not use that paid access to create a personal or third-party commercial advantage from a protected client, delegate or opportunity.

Magna Skills clients are not a prospecting pool. No facilitator may use a Magna Skills introduction, classroom, delegate relationship, contact list, discussion or assignment to form, promote or benefit another consultancy, competing business or private engagement, including arrangements intended to undercut Magna Skills pricing or divert repeat business.

Clause 4 - Confidentiality, Privacy & Client Data

Protected information may be used only to perform the specific authorised Magna Skills assignment.

No facilitator may copy, scrape, export, photograph, forward, upload, retain or create a private database of Magna Skills client/delegate information except where expressly required for the assignment.

Information may not be disclosed to another company, consultancy, employer, associate, family member, partner or third party without written Magna Skills authority.

Personal information must be treated as confidential and handled only for authorised programme purposes.

Suspected loss, unauthorised access, disclosure or acquisition of client/delegate information must be reported to Magna Skills immediately.

Clause 5 - Strict Non-Solicitation of Magna Skills Relationships

PROHIBITED: A facilitator may not directly or indirectly solicit, canvass, approach, entice, induce or encourage a protected Magna Skills client, prospective client or delegate to purchase competing or substitute training, consulting, facilitation, advisory or related services outside Magna Skills.

This prohibition applies personally and through another person, company, consultancy, partnership, employer, associate, social-media account or intermediary. A Magna Skills introduction may not be used as a route to establish a separate commercial relationship.

Clause 6 - Non-Circumvention

A facilitator must not bypass, exclude or circumvent Magna Skills in relation to an opportunity arising from a Magna Skills relationship. The facilitator may not privately quote, negotiate, contract, invoice, collect payment from, accept a training engagement from, or redirect a protected client for services arising from the Magna Skills introduction or assignment.

Direct approaches by clients: If a protected client approaches the facilitator for additional or future work, the facilitator must disclose the approach and refer the commercial engagement to Magna Skills before pricing, negotiating or accepting it. The fact that the client initiated contact does not by itself remove the relationship from the protection of this policy.

Clause 7 - Competing Services and Use of Magna Skills Goodwill

This policy does not purport to prevent a person from lawfully carrying on their profession generally. It does, however, prohibit exploitation of Magna Skills confidential information, goodwill and protected trade connections. Facilitators may not use information or relationships obtained through Magna Skills to divert business to themselves or a competing entity.

No Magna Skills course, event, classroom, delegate group, WhatsApp group, LMS space, email list or client meeting may be used to market another business or competing service without written authority.

Clause 8 - Official Client Communications

Quotations, pricing, additional training requests, future engagements, procurement discussions, invoices, payments, discounts and commercial negotiations concerning protected relationships must be referred to Magna Skills. Facilitators are authorised to communicate directly with delegates only to the extent reasonably necessary for programme delivery and within their assigned role.

Clause 9 - Professional Conduct and Reputation

Facilitators must act professionally and in good faith while representing Magna Skills.

No knowingly false, misleading or malicious statement may be made about Magna Skills, its staff, services, clients or programmes.

Client complaints or disagreements must be escalated through Magna Skills rather than used to undermine the relationship.

A facilitator may not misrepresent themselves as having authority to bind Magna Skills, alter pricing, promise future work or transfer a client relationship.

Clause 10 - Conflicts of Interest & Competing Interests

Before accepting an assignment, facilitators must disclose any ownership, employment, consultancy, directorship, partnership, financial interest or material involvement in a business that could create a conflict with the assignment or reasonably affect Magna Skills client relationships. New conflicts arising during an assignment must be disclosed promptly.

Clause 11 - Return, Deletion & Access Termination

At Magna Skills' request or immediately when an assignment ends, the facilitator must stop using protected information and return or securely delete client lists, exports, downloads, copies, notes and other protected data not required to be retained by law. System access remains the property of Magna Skills and may be suspended or withdrawn at any time for security or governance reasons.

Clause 12 - Continuing Obligations

Confidentiality, privacy, non-use of protected information and protection of Magna Skills trade connections continue after the relevant assignment or relationship ends to the extent permitted by applicable law and any signed agreement. A former facilitator may not treat historic access to Magna Skills' database or relationships as permission for later commercial exploitation.

Clause 13 - Breach, Suspension & Remedies

Where Magna Skills reasonably suspects a breach, it may immediately restrict system/client access and pause future assignments while the matter is assessed. A substantiated material breach may result in termination of assignments, removal from the facilitator pool, withdrawal of access, preservation of evidence, client-protection measures, recovery of losses where legally recoverable, and appropriate contractual or legal remedies.

Nothing in this policy limits Magna Skills from seeking urgent protective relief where confidential information, personal information, client relationships or goodwill are at risk.

Clause 14 - Acknowledgement & Historical Undertakings

Facilitators may be required to acknowledge the current policy and any accompanying facilitator or consultancy agreement before receiving assignments, delegate information or system access. Magna Skills also maintains historical signed undertakings and related internal records. Acceptance confirms that client and delegate access is provided for authorised delivery only.

Policy History

Version	Date	Status / Change
1.0	15 March 2021	Initial publication
6.0	2024	Governance review
6.5	10 November 2025	Current public version - Active

Official Magna Skills channels

www.magnaskills.com | info@magnaskills.com | +27 63 007 9022

This governance policy should be read together with applicable facilitator/consultancy agreements, privacy requirements and assignment terms. Where a signed agreement imposes stricter lawful obligations, those obligations continue to apply.