BEE TRANSFORMATION SOLUTIONS (PTY) LTD
TEL NR: 063 336 6349
ADRESS: MIDLANDS OFFICE PARK WEST, 1ST FLOOR,
MOUNT QUARY DRIVE, MIDLANDS ESTATE, MIDSTREAM 1692

SERVICES AGREEMENT BETWEEN BEE TRANSFORMATION SOLUTIONS (PTY) LTD

AND

NAME
REG NR:

1. Interpretations:

In this agreement, unless inconsistent with the subject or context, or unless the subject or context requires otherwise:

1.1. Words signifying the singular shall include the plural and *vice versa;*
1.2. Words relating to natural persons shall include associations, and legal entities formed by statute or common law.

2. Definitions:

Words and expressions used in this agreement shall have the following meanings attributed to them:

"The Act" shall mean the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

"The business" shall mean Measured Entity, Registration nr, situated at Physical Address – as mentioned above.

"BEE Transformation Solutions (Pty) Ltd" shall mean BEE Transformation Solutions (Pty) Ltd situated at:

MIDLANDS OFFICE PARK WEST
FIRST FLOOR, MOUNT QUARY STREET
MIDSTREAM 1692

"Verification" shall mean the auditing process on B-BBEE initiatives undertaken by BEE Transformation Solutions (Pty) Ltd on the business, as contained within the Codes of Good Practice.

"The Codes of Good Practice" shall mean the Codes of Good Practice issued in terms of section 9 of the said Act or any other applicable charter codes as promulgated from time to time.

"The party" / "the parties" shall mean the signatories to this agreement.

3. Terms and Conditions

3.1. The fee for conducting the BEE verification is in accordance with the invoice issued to the Measured entity;

BEE Transformation Solutions (Pty) Ltd shall verify the BEE initiatives of the business as contemplated in the Act and the Codes of Good Practice or any other applicable charter codes and shall issue the business with a verification report and verification certificate in respect of its BEE status levels. The verification report and verification certificate shall be based on, and adhere to, the requirements prescribed in the Act and the Codes of Good Practice;

3.2. To rate the business in terms of the Act and the Codes of Good Practice; BEE Transformation Solutions (Pty) Ltd shall *inter alia:*

3.3. Peruse relevant documents (specifically its audited financial statements) pertaining to the business as may be required by BEE Transformation Solutions (Pty) Ltd;

3.4. Conduct interviews with relevant managers, employees and role players, if so required; and,

3.5 Conduct an on-site visit of the business,

3.6 Conduct a preparation meeting, which will be either on-site or telephonically.

3.7 Please note that all documentation for the verification must be submitted within 90 days after our office has informed the business of the required documentation needed to complete the verification. We will issue the BBBEE-certificate with the documents at hand after 90 days. Please note that no refunds will be issued after the signed quotation has been received and payment has been made. Payment made to BEE Transformation Solutions (Pty) Ltd for verification services needs to be paid from the measured entities bank account directly to the bank account of BEE Transformation Solutions (Pty) Ltd.

3.8 To ensure that the verification is performed in an accurate, complete and objective manner, the business shall submit to BEE Transformation Solutions (Pty) Ltd such information and documents with regards to the BEE-initiatives on which the business has embarked, as may be required by BEE Transformation Solutions (Pty) Ltd. If requested to do so, BEE Transformation Solutions (Pty) Ltd will provide a guiding document to the business indicating the minimum information and documentation required in this regard.

3.9 The business shall, subsequent to the submission of information, material and documents as requested by BEE Transformation Solutions (Pty) Ltd in terms of clause 4, inform BEE Transformation Solutions (Pty) Ltd of any new information that is relevant to and may have an impact on the outcome of the verification of the business.

3.10 BEE Transformation Solutions (Pty) Ltd shall, within a reasonable time after having received the information and documentation required in terms of clause 4 of this Agreement, inform the business in writing of the structure, process and programme to be followed with regard to the verification to be performed. The business may after receiving such communication, register its objection to any of the proposed arrangements. BEE TRANSFORMATION SOLUTIONS (Pty) shall make every reasonable effort to arrange the verification process to suit the requirements of the business. The business undertakes to make all the necessary arrangements for verification evaluations, including access to all areas, records and personnel, as may be required by BEE Transformation Solutions (Pty) Ltd in the verification plan to be submitted to the business in terms of clause 9 below.

3.11 BEE Transformation Solutions (Pty) Ltd shall appoint a Verification Team / Verification Analyst(s) with sufficient capacity, skills and knowledge to perform a verification of the business in an expeditious and professional manner in accordance with the Act and the Codes of Good Practice. BEE Transformation Solutions (Pty) Ltd shall provide the business with an abridged Curriculum Vitae (CV) of the Verification Analyst(s) assigned to perform such verification. The business shall have the right to object to any of the assigned Verification Analysts least 3 working day prior to the on-site or 1 working day priority to onsite should it be an short notice visit. The CV Summary will be provided with the tax invoice and included in the Onsite Plan to allow sufficient time to raise any objections.

3.12 BEE Transformation Solutions (Pty) Ltd reserves the right to withdraw a Verification Analyst from the assigned Verification Team if, according to the opinion on BEE Transformation Solutions (Pty) Ltd , that Verification Analyst has an unacceptable interest in the Measured Entity (which might influence the outcomes of the Verification Process) or, if the an assigned Verification Analyst indicates, for whatever reason, that he/she cannot perform the assigned verification tasks according to the policies, procedures and values of BEE Transformation Solutions (Pty) Ltd . BEE Transformation Solutions (Pty) Ltd will inform the Measured Entity in writing of the appointment of the substitute Verification Analyst and submit an abridged CV of the newly appointed Verification Analyst to the Measured Entity. The business shall have the right to object to the newly assigned Verification Analysts within one working day after receiving the said CV.

3.13 BEE Transformation Solutions (Pty) Ltd shall have the right to contract external experts as Verification Analysts or experts to assist it with the verification process. The business shall be informed of the names and be provided with the abridged CVs of any such external verification analysts or experts and shall have the right to object to any of such analysts or experts within three working days after receiving the said CVs.

3.14 BEE Transformation Solutions (Pty) Ltd shall confirm with the business the date and time (which shall be pre-arranged with the business) when the verification analyst/team shall visit the enterprise to conduct their verification activities. In this regard, a verification plan and agenda shall be forwarded to the client detailing inter alia the issues to be dealt with during the verification visit, documents to be perused, persons to be interviewed, etc. The business shall be entitled to query any arrangements scheduled in the plan or agenda prior to the on-site verification visit.

3.15 BEE Transformation Solutions (Pty) Ltd shall make every endeavour to complete the verification process within the time frame agreed upon with the business. However, should there be an indication that the complexity of the process, or any other factor that emerges during the verification process, warrants an extension, the business shall be duly informed thereof.

3.16 The Measured Entity must submit all supporting documentation for consideration at least 10 working days after the on-site. Should the Measured Entity not be able to do so, an agreed time frame will be documented in writing between the rating agency and the Measured Entity.

4. SHORT NOTICE VERIFICATIONS:

a. This refers to on sites being conducted on a notice period of less than 3 days
b. Business must request this short notice for onsite verification
c. The business will agree to terms and conditions of the Verification agency to enable them to complete the verification in accordance to their procedure on a short notice
d. The business will pay an additional fee for this verification as presented by the Verification agency
e. No undue pressure regarding the completion of the verification and issue of the BBEE certificate will be tolerated by the verification agency

4.1 Should the Measured Entity have received any services, support assistance or advice from a (BEE) – consulting firm with regards to its BEE-status and verification, it is hereby agreed that there shall be no preferential service or treatment by BEE Transformation Solutions (Pty) Ltd in respect of the verification of the business. It is furthermore specifically agreed that the verification to be conducted by BEE Transformation Solutions (Pty) Ltd in terms of this agreement, shall not be conducted at a lesser fee, in a more expeditious manner or with any deviations from BEE Transformation Solutions (Pty) Ltd's official verification policies, procedures and methodologies due to the involvement of the (BEE) – consultancy firm concerned.

4.2 BEE Transformation Solutions (Pty) Ltd shall be entitled to cancel this agreement at its absolute discretion should it become clear to BEE Transformation Solutions (Pty) Ltd that the business is engaged in any misrepresentation of or attempt to misrepresent its true broad-based black economic empowerment status or has embarked on any initiative in order to circumvent the provisions of the Act and the Codes of Good Practice. No refund or reimbursement of payments already made by the business to BEE Transformation Solutions (Pty) Ltd in terms of this agreement shall be made should the agreement be cancelled due to the business's engagement in activities relating to such misrepresentation.

4.3 BEE Transformation Solutions (Pty) Ltd reserves the right to abort an on-site assessment should the measured entity be inadequately prepared, fail to provide a safe working environment, or if the analyst feels threatened in any manner. The analyst will immediately

notify the representative of the measured entity of the decision to abort and will vacate the premises without delay. Any additional on-site costs incurred as a result will be charged to the measured entity

5. COMPLAINTS, DISPUTES AND APPEALS

5.1 BEE Transformation Solutions (Pty) Ltd is bound by the provisions of the Act, the Codes of Good Practice and a Code of Conduct. Should the business disagree with the verification report, scorecard and certificate issued by BEE Transformation Solutions (Pty) Ltd, the business may indicate the reasons for such disagreement by means of a written representation within five working days from date of issue the verification report, scorecard and certificate. The business may furthermore lodge a complaint regarding any inappropriate or unprofessional conduct on the part of verification analysts during the verification process within this period. BEE Transformation Solutions (Pty) Ltd shall investigate and consider such representation / complaint and make every reasonable endeavour to resolve / address any such representation / complaint to the satisfaction of the parties involved. BEE Transformation Solutions (Pty) Ltd will send a written finding report on any complaints or appeals.

6. CONFIDENTIALITY AND MEASURED ENTITY'S RIGHTS IN TERMS OF USE OF PERSONAL INFORMATION

6.1 The parties acknowledge that any document, material or information created, supplied or acquired as a result of this agreement or in connection with each other's technical, industrial or business affairs or in respect of the business, which has been or may be transferred to or has or may come into the possession of the other party, shall be deemed confidential or proprietary, of which disclosure to or use by third parties may be damaging to the party concerned.

6.2 The receiving party therefore agrees to hold such document, material or information in the strictest confidence and not to make use thereof other than for the purposes of this agreement and to release it only to such properly authorised directors, employees or third parties requiring such information for the purpose of this agreement, and further agrees not to release or disclose it to any other party which has not signed an agreement expressly prohibiting such use or disclosure other than for the purposes of this agreement.

6.3 The undertaking and obligations contained in this clause shall not apply to any information, document or material which -

6.4 is publicly available at the date of disclosure or thereafter becomes publicly available from sources other than the parties;

6.5 The receiving party can demonstrate had already been in its possession prior to its receipt by, or disclosure to, such receiving party;

6.6 The parties are required by law or any regulatory authority to disclose, including, but not limited to, the Department of Trade Industry and Competition;

6.7 After being disclosed to the receiving party, is disclosed by any other person to the receiving party otherwise than in breach of any obligation of confidentiality.

6.8 The parties shall take such precautions as may be necessary to ensure that their directors, employees, agents and/or the directors, employees or agents of any sub-contractor or any other person to whom any confidential or proprietary data may have been or will be disclosed, maintain the secrecy and confidentiality of said documents, material or information.

6.9 If required to do so, the BEE status level granted to the entity measured by BEE Transformation Solutions (Pty) Ltd shall be conveyed by BEE Transformation Solutions (Pty) Ltd to the Department of Trade Industry and Competition and ABP (Association of BEE Professionals), which in turn may make such information accessible to the public.

6.10 In terms of the POPI Act the Client has the following rights:

6.10.1 Right to know what information is being kept, how that information is being used & when BTS will disclose that information – A copy of BTS's Privacy Policy is available on our website at www.btranssol.co.za .

6.10.2 Right to correct his/her/their/her/their details – BTS endeavours to keep the client's information up to date and should any of his/her/their details change he must notify them forthwith of same so that their records are as accurate as possible.

6.10.3 Right to revoke consent – The client may revoke his/her/their consent given to BTS in terms of this/her/their document at any time. This/her/their revocation must be in writing and addressed to the Information Officer of BTS who is Antionette Groenewald with e mail address: antoinette@btranssol.co.za. Revoked consent is not retroactive & will not affect use of his/her/their information already made.

6.10.4 The Measured Entity confirms that:
a) all individuals have consented to their personal information being shared with the rating agency for purposes of this BBBEE rating and assessment of all claims.
b) all individuals identified for sampling consent to a video recording being made of their interviews if virtual assessment is conducted.

6.10.5 The business undertakes not to use the Verification Certificate and Verification Report that may be issued by BEE Transformation Solutions (Pty) Ltd in respect of the business, the contents thereof or any symbol (and specifically the symbols of BEE Transformation Solutions (Pty) Ltd which may appear on the Verification Certificate and Verification Report, in a misleading manner or in such a manner as to bring BEE Transformation Solutions (Pty) Ltd , or the verification process into disrepute.

6.10.6 The business undertakes to take appropriate steps to correct any inaccurate statement in respect of its BEE status level or compliance status which could objectively be deemed to be misleading.

6.10.7 The business undertakes to take appropriate steps to correct any inaccurate statement of its BEE status level or compliance status used by its clients which could objectively be deemed to be misleading.

6.10.8 The business understands and agrees that the Verification Certificate and the Verification Report that may be issued by BEE Transformation Solutions (Pty) Ltd in respect of the business may be withdrawn by BEE Transformation Solutions (Pty) Ltd in circumstances where the incorrect score appears on the certificate or an administrative mistake has been made.

a. The following procedures will be followed:
   i. The measured entity will be instructed by the verification agency to destroy the original certificate and all other electronic certificates in their possession and replace with the revised certificate where applicable
   ii. The measured entity must inform all relevant parties to destroy the old certificate and apply the revised certificate
   iii. The measured entity must confirm their conformance with the procedures of BTS
   iv. The Verification agency will make a note in their register of withdrawn certificate and revised certificates
   v. The verification agency will inform SANAS, and relevant stakeholders of the withdrawal of the certificate
   vi. The withdrawn certificates will be lodged on the website of BTS as well as the revised certificate for public knowledge.

The BEE Transformation Solutions (Pty) Ltd logo may only be used to demonstrate the entity that verified the BBBEE status of the Measured Entity. The logo may not be used for any other purpose.

6.10.9 The Measured entity can only use their BEE status and certificate and all related documentation thereto, in the form as presented to them by BEE TRANSFORMATION SOLUTIONS (PTY) LTD in the Adobe PDF format. The Measured entity is not allowed to make any amendments whatsoever on these documentations. In cases where this comes under the attention of BEE TRANSFORMATION SOLUTIONS (PTY) LTD, the Measured Entity will be instructed to retract such false information within 24 hours, failure which a case of fraud will be opened at the SAPD. BEE TRANSFORMATION SOLUTIONS (PTY) LTD will also continue to inform SANAS and all relevant parties electronically.

6.10.10 The Measured Entity is not allowed to use any misleading statement regarding their score at any time. In cases where this comes under the attention of BEE TRANSFORMATION SOLUTIONS (PTY) LTD, the Measured Entity will be instructed to retract such false information within 24 hours, failure which a case of fraud will be opened at the SAPD. BEE TRANSFORMATION SOLUTIONS (PTY) LTD will also continue to inform SANAS and all relevant parties electronically.

6.10.11 The Measured Entity is not allowed or permitted to use their BEE Verification certificate or any part thereof in any misleading manner. In cases where this comes under the attention of BEE TRANSFORMATION SOLUTIONS (PTY) LTD, the Measured Entity will be instructed to retract such false information within 24 hours, failure which a case of fraud will be opened at the SAPD. BEE TRANSFORMATION SOLUTIONS (PTY) LTD will also continue to inform SANAS and all relevant parties electronically.

6.10.12 The Measured entity is not allowed to use its verification status in such a manner that would bring BEE TRANSFORMATION SOLUTIONS (PTY) LTD into disrepute and lose public trust. In cases where this comes under the attention of BEE TRANSFORMATION SOLUTIONS (PTY) LTD, the Measured Entity will be instructed to retract such false information within 24 hours, failure which BEE TRANSFORMATION SOLUTIONS (PTY) LTD will inform SANAS and all relevant parties electronically.

6.10.13 BEE Transformation Solutions (Pty) Ltd will not accept any responsibility or liability for any information supplied by the Measured Entity that resulted in an incorrect score or fraudulent information and fronting.

6.10.14 Any fronting, or misinformation will be reported to the authorities.

Declaration and Undertaken

I declare that I have been duly authorised to sign this agreement on behalf of the business.

Signed at _____ on this _____ day of _____20___.

_____
Authorised Representative Name and Surname:

_____
Designation:

_____
Signature:

_____
Signature on behalf of BEE Transformation Solutions (Pty) Ltd