

BEE Verification Service Agreement

This BEE Verification Services Agreement is between **ARDENT Business Partners (Pty) Ltd** and the entity identified in the signature block to this Agreement as "Client". **ARDENT Business Partners (Pty) Ltd** and Client hereby agree as follows:

1 Definitions

The meanings of the following words and phrases, which are widely used in this Service Agreement, are set out below:

- 1.1 **Measured Entity:** Collectively or individually, persons and employees of the company applying for verification of BEE status.
- 1.2 **Analyst:** collectively or individually, persons who are involved in measuring the measured entity on behalf of **ARDENT Business Partners (Pty) Ltd**.
- 1.3 **B-BBEE:** Broad-Based Black Economic Empowerment
- 1.4 **DTI:** The Department of Trade and Industry
- 1.5 **SANAS:** South African Accreditation System

2 Services

For Client determined by the official proposal of this project, ARDENT Business Partners shall provide the requested service of Broad-based Black Economic Empowerment (BBBEE) Verification.

3 Payment

ARDENT Business Partners (Pty) Ltd will send a correct and valid invoice(s) to Client covering the Services performed (or to perform). Client shall pay **ARDENT Business Partners'** undisputed invoice within thirty (30) days of its receipt or based on additional written agreement between parties.

Our Banking details are as follows:

Bank : STANDARD BANK
Account Name : ARDENT BUSINESS PARTNERS (Pty) Ltd
Account Number : 002 910 527
Branch Name : NORTHCLIFF
Branch Number : 00 6305

4 Term

This Agreement will commence on the Effective Date (as defined below) and will continue until final completion of the Service(s) required under Schedule(s) hereto.

5 Confidentiality

- 5.1 **ARDENT Business Partners** may acquire sensitive information concerning the Client's business or affairs in the course of delivering the services. In relation to confidential information, **ARDENT Business Partners** shall comply with the appropriate confidentiality standards. Information about the client shall not be disclosed to a third party, eg a complainant, the client's supplier, etc, without the written consent of the client. This clause shall not apply where confidential information enters the public domain or where ARDENT Business Partners may be required to disclose it to SANAS and the dti, its insurers, legal advisers or if put under legal obligation to disclose.
- 5.2 All ARDENT have signed a contract binding them to the policies and procedures for managing confidentiality and should any of part of this policy is breached by ARDENT staff, the staff member is subject to ARDENT disciplinary actions. The outcome of which will be communicated to the client who raised concerns or claims against such possible breach
- 5.3 The Client agrees to keep confidential any methodologies and technology used by ARDENT Business Partners to carry out its services.
- 5.4 Should the client be in breach of the confidentiality clause, and fail to remedy the action with 14 working days of notification by ARDENT, ARDENT will institute legal actions against the client responsible for the breach.

6 Presentation of Findings

- 6.1 Prior to completion of the services ARDENT Business Partners may supply oral, draft or interim advice or reports or presentations but in such circumstances its written advice or final written report shall take precedence.
- 6.2 ARDENT Business Partners shall not be under any obligation in any circumstances to update any advice, report or any product of the services, oral or written, for events occurring after the advice, report or product concerned has been issued in final form. The Client may reapply for measurement should it wish to highlight changes to the application and underlying information.
- 6.3 Any product of the services, excluding verification certificate and verification report, released to the Client in any form or medium shall be supplied by ARDENT Business Partners on the basis that it is for the Client's benefit and information only, that it shall not be copied, referred to or disclosed, in whole or in part, without ARDENT Business Partners' prior written consent.
- 6.4 Client consents to publication of BEE certificates by a BEE Verification Agency, on the ABVA or the dti websites

7 Ownership of Copyright and other Property Rights

ARDENT Business Partners shall retain ownership of the copyright and all other intellectual property rights produced during the verification process, whether oral or tangible, and even the working papers. The client shall not make or use misleading statements regarding its BBBEE score, shall not use the BBBEE Verification Certificate or part thereof in a misleading manner, and shall not reproduce or change any ARDENT Business Partners' documentation, the verification report or certificate, or any part thereof, in any way. Non-compliance will result in ARDENT Business Partners taking the appropriate legal actions to deal with such misuse and misrepresentation.

8 Client's Responsibilities

The Client shall retain responsible and accountable for:

- 8.1 any representations made by the Client to third parties including published information;
- 8.2 the maintenance of the accounting records and the preparation of the annual financial statements;
- 8.3 the submission of a claimed BBBEE status;
- 8.4 the record keeping of information substantiating the claimed BBBEE status;
- 8.5 all required valuation(s) of the measured entity(s) and their relevant associated enterprise(s).

9 Client's Rights

- 9.1 the client has the right to know the full price before the verification engagement commences
- 9.2 the client has the right to full disclosure of the verification process by ARDENT
- 9.3 the client has the right to appeal against the verification result
- 9.4 the client has the right to log a complaint if not satisfied with the verification process
- 9.5 the client has the right to access their information at any time of the verification and post verification
- 9.6 the client has the right to object to the verification analyst assigned to verify them, and request a different verification analyst by completing and sending back to ARDENT the verification programme

10 ARDENT responsibilities

- ARDENT is responsible and accountable for;
- 10.1 Conducting verification in a professional, fair, independent, impartial and honest manner
- 10.2 Explaining the verification process to the client
- 10.3 Conducting the verification in accordance with the DTI's Codes of Good Practice, the Interpretive Guides to the Codes of Good practice and the DTI's verification manual
- 10.4 Explaining the results of the verification process to the client
- 10.5 Conducting verification in accordance with SANAS accreditation requirements

11 The rights of ARDENT

- ARDENT has the right to withdraw from the verification process due to any of the following reasons;
- 11.1 possible conflict of interest that may arise,
- 11.2 if the client fails to co-operate with ARDENT
- 11.3 if the client fails to provide the required information require for verification
- 11.4 possible fronting activities by the measured organisation

12 Information

- 12.1 To enable ARDENT Business Partners to perform the services, the Client shall use, procure and supply promptly all information and assistance and all access to documentation in Client's possession, custody or under Client's control and to personnel under Client's control where required by ARDENT Business Partners. The Client shall inform ARDENT Business Partners of any information or developments which may come to the Client's notice and which might have a bearing on the services.
- 12.2 ARDENT Business Partners may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom ARDENT Business Partners knows to be or reasonably believe to be authorised by the Client to communicate with ARDENT Business Partners for such purposes. ARDENT Business Partners may communicate with Client by electronic mail where an authorised person wishes ARDENT Business Partners to do so, on the basis that in consenting to this method of communication, the Client accept the inherent risks (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that the Client shall perform virus checks on such information received electronically.
- 12.3 ARDENT Business Partners may receive information from Client or from other sources in the course of delivering the services and:
 - 11.3.1 ARDENT Business Partners shall consider the consistency and quality of information received by it;
 - 11.3.2 ARDENT Business Partners may seek to establish the reliability of information received by it;
 - 11.3.3 ARDENT Business Partners shall not be liable to the Client for any loss or damage suffered by Client arising from fraud, misrepresentation, withholding of information material to the services or other default relating to such material information, whether on the Client's part or that of the other information sources.
- 12.4 ARDENT Business Partners will not be responsible for loss or damage arising as a result of information material to the review being withheld or concealed from ARDENT Business Partners, or wrongly represented to it.
- 12.5 ARDENT Business Partners will require copies of supporting documents presented during the verification. These copies will be stored in ARDENT safe and secure storage place for a minimum period of 2 years. The records will be made available to SANAS on request or to any legal institution in South Africa involved in the investigation of a matter involving the measured entity.

13 Knowledge and Conflicts

- 13.1 The analyst shall not be required, expected or deemed to have knowledge of any information known to colleagues, which is not known to them personally or be required to obtain such information from them.
- 13.2 The engagement team shall not be required to make use of or to disclose to the Client any information, whether known to them personally or known to colleagues, which is confidential to another client.

14 The Services Contract

Any modifications or variations to the services contract must be in writing and signed by an authorised representative of each of the parties. No variation of the terms and conditions of the engagement will be of any force or effect, unless reduced to writing and signed by all of the signatories thereto. In the event of any inconsistency between the engagement letter and any other elements of the services contract, the services contract shall prevail.

15 Third party rights

The services contract shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights.

16 Circumstances beyond the Client's or ARDENT Business Partners' control

Neither party shall be in breach of their contractual obligations nor incur any liability to the other if either party is unable to comply with the services contract as a result of any cause beyond their reasonable control. In the event of any such occurrence affecting one party, that one shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the services contract on notice taking effect immediately on delivery.

17 Waiver, Assignment and Sub-Contractors

- 17.1 Failure by either party to exercise or enforce any rights available to them shall not amount to a waiver of any rights available to either party.
- 17.2 Neither of the parties shall have the right to assign the benefit or burden of the services contract without the written consent of the other party.

- 17.3 ARDENT Business Partners shall have the right to appoint sub-contractors to assist it in delivering the services as members of the engagement team, but ARDENT Business Partners shall retain the overall responsibility for the delivery of said services.
- 18 Exclusions and limitations on our liability**
- The maximum liability of any individual or employee, as the case may be, of the contracting party or of any body or entity controlled, owned or associated with ARDENT Business Partners in respect of direct economic loss or damage suffered by the Client or by other beneficiaries arising out of or in connection with the services, shall be limited to the fees charged and paid for these services. The maximum liability shall be an aggregate liability for all claims arising, whether by contract, negligence or otherwise.
- 18.1 Fronting**
- 18.2 The BEE Verification Agency reserves the right to report any circumvention of the Codes or fronting practices to **the dti**
- 19 Third parties**
- 19.1 Client shall indemnify ARDENT Business Partners and hold it harmless against any loss, damage, expense or liability incurred by them or the third party as result of, or arising from, or in connection with a combination of the following;
- 19.1..1 any breach by the Client of the Client's obligations under the services contract and
- 19.1..2 any claim made or threatened by a third party or any other beneficiaries which results from or arises from or is connected with any such breach.
- 20 Staff**
- The Client agrees not to make any offer of employment or to employ any member ARDENT Business Partners' staff within 12 months from the completion date of the services rendered to Client.
- 21 Severability**
- Each clause or term of the services contract constitutes a separate and independent provision. If any of the provisions of the services contract are held by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.
- 22 Impartiality**
- ARDENT understand the impact and possible influence that can be exerted on us as an organisation or on our staff members when verifying organisation's B-BBEE statuses. As a result ARDENT took a conscious decision to be and always remain unbiased at all times of the verification process. This is displayed in all ARDENT interactions before, during and after the verification process.
- Every staff member of ARDENT who takes part in the verification process is required to disclose known relationships with the measured entity in order for ARDENT to identify and manage the possible impartiality or conflict of interest.
- 23 Complaints and Appeals**
- ARDENT has a procedure for clients to report complaints and appeals. If the client is not happy at any stage of the verification process, the client can log a complaint with ARDENT and ARDENT will investigate the complaint and provide response to the complaint. If the client is not satisfied with the outcome or the results of the verification process, the client can log an appeal against the result of the verification. On receipt of the appeal ARDENT will investigate and provide a response to the client. The client can contact any staff member of ARDENT and request form **Complaints and Appeals Form (F03_v1.1)** should the client wish to log a complaint or an appeal against ARDENT. Once the form is completed and sent to ARDENT, the client must obtain a reference number to be quoted when making follow-ups.
- 24 Indemnity**
- The client undertakes to indemnify ARDENT against any losses suffered by or claims made against ARDENT as a result of misuse, by the client or its associates, of the verification certificate, scorecard, or report issued by ARDENT, or as a result of misinterpretation of the said documents.
- 25 Misuse of ARDENT Logos, Marks and Names**
- Should the measured entity wish to use ARDENT logos and marks for their publication, they can do so by requesting permission from ARDENT Managing Director. If a measured entity decide to publish the BEE status or scorecard details and quote incorrect figures while referring to issue by ARDENT, ARDENT will have the right to; demand corrective measures within 7 working days by the measured entity, demand a public apology by the measured entity, and or demand a formal apology addressed to ARDENT, failure to comply with these demands, ARDENT will report such fraudulent statements to the DTI
- The following constitute misuse; using the logos and marks without permission from ARDENT, amending the logo, the contents of the certificate, report and scorecard or misquote of the verification outcome

ANNEXURE A Impartiality (Conflict of Interest)

The **client** shall declare here-under any areas that might cause conflict and affect impartiality of ARDENT Business Partners or the team that will be doing the Verification. Causes of conflict might be the client or its employees having financial interests in ARDENT Business Partners, client employees, being directors in ARDENT Business Partners, the client having an ex-employee working in ARDENT Business Partners, etc.

Areas of conflict:

- 1) _____
- 2) _____

The **Verification Team** shall declare here-under any areas that might cause conflict and affect impartiality with the client or the team that will be supplying information for verification. Causes of conflict might be ARDENT Business Partners' employees having financial interests in the client's entity, ARDENT Business Partners employees being directors in the client's entity, the team members being ex-employees of the client, etc

Areas of conflict:

- 1) _____
- 2) _____

ANNEXURE B

SCHEDULE : SERVICES AND FEES

This Schedule is entered into in connection with that certain Verification Services Agreement dated _____ ("Effective Date") (the "Agreement"), between ARDENT Business Partners and _____ ("Client"). All terms and conditions of the Agreement are hereby incorporated into this Schedule. All capitalized terms used in this Schedule and not otherwise defined are defined in the Agreement.

- 1 **Deliverables:** - BEE Verification Certificate and Verification Scorecard
- 2 **Fees:** - R _____ (excl vat)

For: The Client

Client Legal Name: _____ Client Reg No: _____ Client VAT No: _____

THUS DONE and SIGNED at _____ on this the _____ day of _____ 2015.

For and on behalf of

Client Representative (Name)

Designation

Signature

For: ARDENT Business Partners (Pty) Ltd

THUS DONE and SIGNED at _____ on this the _____ day of _____ 2015.

For and on behalf of

Name

Designation

Signature