

STANDARD TERMS AND CONDITIONS

IZALA VERIFICATORS CPT (PTY) LTD, a company incorporated under the laws of South Africa with Registration Number **2022/842348/07**, having its principal place of business at the address: The Colloseum, Suite 09A Century City, Cape Town, Western Cape, 7441 and being accredited with the South African National Accreditation System (“SANAS”) Number BVA-XXX as authorized to issue B-BBEE Certificates; hereinafter referred to as **“IZALA VERIFICATORS CT”**

IZALA, who act as B-BBEE Verificators and provide B-BBEE Verification Services to various legal entities hereinafter referred to as the **“Measured Entity”**.

1. DEFINITIONS

Unless otherwise expressly stated or the context otherwise demands, the words and expressions listed below shall bear the following meanings:

“Agreement” means these Standard Terms and Conditions read together with IZALA’s Engagement letter and any written IZALA VERIFICATORS CT Quotation accepted by the Measured Entity.

“Appeal” shall mean a formal written request by the Measured Entity to IZALA VERIFICATORS CT to reconsider its findings as reflected in the BEE Scorecard and its associated BEE Certificate issued to the Measured Entity.

“B-BBEE” means Black Economic Empowerment as defined in the B-BBEE Legislation and shall incorporate the term Broad-based Black Economic Empowerment (“B-BBEE”).

“B-BBEE Certificate” shall mean a record of the Measured Entity’s B-BBEE compliance as defined in the Framework for Accreditation and Verification by all Verification Agents (Section 18(f), Gazetted on 18 July 2008).

“B-BBEE File” shall mean the collection of documents, calculations and information assembled during the Verification Activities, that once validated by IZALA’s Verificators CT (Pty) Ltd internal processes, provide the evidence supporting the Verification results of the B-BBEE Scorecard reflected on the B-BBEE Certificate issued by IZALA Verificators CT.

“B-BBEE Legislation” shall mean the body of Legislation as currently amended embracing: -

- the DTIC Amended Codes of Good Practice (Gazetted on 11 October 2013)
- any Industry Charter Gazetted as an amendment of the DTIC Codes of Good Practice.
- B-BBEE Act 53 of 2003, as amended by Act 46 of 2013
- DTIC Verification Manual replacing the Framework for Accreditation and Verification by all Verification Agents (Gazetted on 18 July 2008)

“B-BBEE Scorecard” shall mean the table defined in B-BBEE Legislation containing the detail necessary to calculate a B-BBEE Score, Level and other B-BBEE information required to issue a B-BBEE Certificate. The Scorecard is prepared by the Measured Entity and is supported by documentary evidence that is evaluated

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and examined by IZALA VERIFICATORS CT and that becomes the substance of the B-BBEE File.

“B-BBEE Verification Services” shall mean Verification Activities and other additional services offered by the IZALA VERIFICATORS CT in connection with the requirements of BEE Legislation.

“B-BBEE Verification Result” shall refer to the BEE Certificate and associated report detailing the B- BBEE Scorecard results.

“Consulting” means the provision of any service that assists a Measured Entity to implement a B-BBEE Strategy or any element of a B-BBEE Strategy. This includes implementation not limited to Ownership, Management Control, Skills Development, Enterprise and Supplier Development and Socio-Economic Development or any element prescribed in terms of a B-BBEE Sector Code of Good Practice. With reference to avoidance of conflicts of interest, any service of a consulting body and/or consultancy performed by any personnel of the B-BBEE Rating Agency that were provided to the Measured Entity and the same Measured Entity is verified by the B-BBEE Rating Agency would be considered a contravention of the requirements of this document. Consultancy includes, but is not limited to, specific solutions and assisting the Measured Entity to implement the proposed solutions.

Examples of consultancy include, but are not limited to the following:

- (a) coaching or facilitating the B-BBEE process on behalf of the Measured Entity towards the development and implementation of activities leading to B-BBEE compliance.
- (b) preparing or producing manuals, handbooks, or procedures.
- (c) participating in the decision-making process regarding the management system.
- (d) giving specific advice or scenarios on the development and implementation of the management system for eventual Verification; and
- (e) conducting a scenario planning / gap analysis plan for the Measured Entity

“Engagement Letter” shall mean IZALA’s letter, to be accepted by the Measured Entity that sets out the detail of IZALA’s Verification Activities required to provide a B-BBEE Certificate for the Measured Entity and which incorporates these Standard Terms and Conditions.

“Fees” shall mean amounts quoted in a Quotation or Engagement Letter as consideration for Services under this Agreement. Fees are normally paid 100 % upon Engagement with IZALA VERIFICATORS CT and the balance (If applicable) payable plus disbursements upon completion of the Verification Activities but prior to the issue of the final report and B-BBEE Certificate.

The amounts per Quotation does not include appeals, complaints and delays caused through Inaccurate submissions and/or non-submission and/or non-performance of information by Measured Entity

IZALA VERIFICATORS CT reserves the right to change fees based on incorrect initial information submitted by Measured Entity when determining quote. If not accepted, IZALA VERIFICATORS CT reserves right to cancel Verification and all monies paid to date are non-refundable.

IZALA VERIFICATORS CT reserves the right to cancel On-site Verification Visit and levy a Fee for re-accessing information based on submissions that are grossly incomplete and/or inaccurate.

“Fronting” is an offence defined in the B-BBEE Act 53 of 2003, as amended by Act 46 of 2013

“Long Outstanding Information” shall refer to non-submitted information requested and agreed to per

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opening meeting between IZALA VERIFICATORS CT and Measured Entity. This forms the preliminary information provided in the checklist and discussed in the opening meeting prior to sampling of invoices, interviews and pay slips. Any non-submission of information agreed to be submitted as per opening meeting is deemed long outstanding.

“On-site Verification Visit” shall refer to the conducting of scheduled visit(s) to the Measured Entity’s office(s) as part of the investigations required for the Verification Activities.

“Outstanding Samples” shall refer to information that was requested from client to provide during the On-site Verification Visit, in the form of invoices, interviews, pay slips or any information not communicated through communication of differences by IZALA VERIFICATORS CT unless information requested pertained to delayed submission and/or omitted information per client. These do not include “Long Outstanding Information.”

“Party” in the singular or **“Parties”** in the plural: Izala Verificators CT and/or the Measured Entity as the context requires.

“Personal Information” means personal information as defined in the Protection of Personal Information Act (**“POPIA”**) adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:

- a. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- b. information relating to the education or the medical, financial, criminal or employment history of the person;
- c. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- d. the biometric information of the person;
- e. the personal opinions, views or preferences of the person;
- f. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- g. the views or opinions of another individual about the person; and
- h. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

“Power of Attorney” is a written authorization to represent or act on another's behalf in private affairs, business, or some other legal matter.

“SANAS” is the South African National Accreditation System

“Services” The Verification Activities provided by IZALA VERIFICATORS CT to the Measured Entity under this Agreement;

“Third Party” is an individual or entity that is involved in the process, who is not a Director/Trustee/Member of CC that has a fiduciary capacity in the Measured Entity or a direct employee.

“Verification Activities” shall mean the investigation and examination activities of the Measured Entity’s records and documents and interview of the Measured Entity’s staff conducted by IZALA VERIFICATORS CT

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in terms of B-BBEE Legislation to accurately calculate the Measured Entity's B-BBEE Scorecard as part of the Services under this Agreement (also referred to as Broad-Based Black Economic Empowerment ("B-BBEE") Verification Assurance Services).

"Verification Team" shall mean the individuals undertaking various roles in the engagement team including a B-BBEE Approved Registered Verificator(s), Verification Analysts, Verification Managers, including staff of IZALA VERIFICATORS CT and other entities, individuals or B-BBEE experts contracted to participate in or provide the Verification Activities.

"Vested interest" includes, but is not limited to the following: special interest, concern, stake, investment, agenda, stakeholder, supporter, skills development partners, third party facilitators of Enterprise & Supplier Development, relationships and/or agreements in referral of clients etc.

2. GENERAL OBLIGATIONS OF IZALA VERIFICATORS CT

2.1 Once the signed acceptance and required information is provided by the Measured Entity, IZALA VERIFICATORS CT is formally engaged to verify the B-BBEE Scorecard of the Measured Entity and to provide a: -

2.1.1 Detailed report of the findings resulting from the Verification Activities. This report is for the Measured Entity's internal use.

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- 2.1.2 B-BBEE Certificate that can be presented to the Measured Entity's customers, suppliers, government, and other interested parties as an accurate representation of the Measured Entity's B-BBEE Scorecard.
- 2.2 IZALA VERIFICATORS CT is responsible for carrying out a factual evaluation of the Measured Entity's B-BBEE Scorecard and for issuing a B-BBEE Certificate reflecting the Measured Entity's B-BBEE score.
- 2.3 IZALA VERIFICATORS CT will carry out the Verification Activities impartially and free of any restrictions and it is understood that the preparation of the B-BBEE Certificate as an accurate reflection of the Measured Entity's B-BBEE Scorecard, is the responsibility of Izala. The B-BBEE Scorecard remains the responsibility of the Measured Entity and accordingly it is the responsibility of Measured Entity to provide such information, documentation, and assistance as is required by IZALA VERIFICATORS CT to undertake the Services under this Agreement.
- 2.4 IZALA's Verification Activities will be conducted strictly in accordance with their current policies and procedures.
- 2.5 IZALA VERIFICATORS CT is committed to deliver the highest standard of Services with proper professional skill and care.
- 2.6 In providing Verification services, IZALA VERIFICATORS CT shall comply with the relevant B-BBEE Legislation, policies and charters issued by the Department of Trade Industry and Competition.
- 2.7 IZALA VERIFICATORS CT shall not be obliged in any circumstances to update any reports or Verification Certificate for events occurring after these reports and certificates have been issued in final form. Should updates be required, the Measured Entity would need to re-apply to IZALA VERIFICATORS CT.
- 2.8 Should the Verification Process continue for longer than 60 days due to delays caused by the Measured Entity, IZALA VERIFICATORS CT reserves the right to finalise a Verification Service to a Measured Entity based only on information submitted.
- 2.9 IZALA VERIFICATORS CT may, unless otherwise stated in writing by the Measured Entity, rely on written requests, instructions, information or any other notices by a person known or deemed to be authorised by the Measured Entity to liaise with IZALA VERIFICATORS CT.
- 2.10 IZALA VERIFICATORS CT cannot perform a Verification Service for any Measured Entity if it has consulted with them for a period of 4(four) years. Refer Definition for "**Consulting**".

3. GENERAL OBLIGATIONS OF THE MEASURED ENTITY

- 3.1 The Measured Entity is responsible for complying with B-BBEE Legislation.
- 3.2 The Measured Entity shall retain responsibility and accountability for: -
- 3.2.1 Any representations made by the Measured Entity to third parties including published information
- 3.2.2 The maintenance of accurate accounting records and the preparation of the annual

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financial statements

- 3.2.3 The submission of a claimed B-BBEE status
 - 3.2.4 The record keeping of information substantiating the claimed B-BBEE status
 - 3.2.5 All required valuation(s) of the Measured Entity(s) and their relevant associated enterprise(s).
- 3.3 To enable IZALA VERIFICATORS CT to perform the Services the Measured Entity shall: -
- 3.3.1 Procure and supply promptly all information and assistance and all access to documentation where reasonably required by IZALA VERIFICATORS CT and ensure that all such information, documents and evidence are correct and up to date.
 - 3.3.2 Inform IZALA VERIFICATORS CT of any information or developments which may come to its notice, and which may reasonably be expected to have a bearing on the Services.
 - 3.3.3 Ensure that all information, documents and evidence supplied to IZALA VERIFICATORS CT to perform the Services are correct and up-to-date.
 - 3.3.4 Accept that IZALA VERIFICATORS CT may receive information from other sources in the course of delivering the Services and shall be entitled to establish the reliability of information received by it.
- 3.4 The Measured Entity agrees to follow the timelines as communicated in the proposal by IZALA VERIFICATORS CT.
- 3.5 The Measured Entity has thirty (30) calendar days from date of acceptance to gather and prepare documentation for the On-Site-site Verification, which must take place within the period of 21 days.
- 3.6 After the On-Site Verification Visit, the Measured Entity has three (3) working days in which to deliver any "Outstanding Sample" evidence that was not available during the On-Site Verification Visit. Any "Long Outstanding Information" is no longer acceptable after the pre-site meeting. If any "Long Outstanding Information" submitted changes the scope or risk of the Verification, IZALA VERIFICATORS CT reserves right to cancel On-Site Verification Visits at the cost of the Measured Entity and shall reschedule accordingly. If any such late documentary evidence is not delivered to IZALA VERIFICATORS CT within such five (5) working days, IZALA'S Result will be calculated without reference to such documentary evidence.
- 3.7 Where Services cannot be completed within three (3) months from the date of this Agreement due to the non-delivery of accurate and up-to-date information or lack of access or assistance by the Measured Entity, this Agreement will lapse without refund of any amounts paid by the Measured Entity.
- 3.8 The Measured Entity undertakes to provide all required information by the period stated in the Verification Checklist, and/or negotiated with IZALA. Should this not occur, IZALA VERIFICATORS CT reserves the right to terminate this agreement and all monies paid until that point will be forfeited.
- 3.9 The Measured Entity undertakes to replace their original Certificate with an updated version of their certificate should the previous version(s) be withdrawn for any number of reasons such as,

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inter alia, re-evaluation, errors, and incorrect submitted information. The previous version(s) will need to be deleted both physically and electronically and recalled from third parties where possible.

- 3.10 By signing this document, the Measured Entity hereby officially engage the Services of IZALA VERIFICATORS CT in line with the quote prepared and is liable for the whole amount in the event of this Agreement being terminated.
- 3.11 In the event of the Measured Entity cancelling an audit appointment, the Measured Entity undertakes to inform IZALA VERIFICATORS CT at least seventy-two (72) hours before the appointment. Should this notice period be any less than seventy-two (72) hours or if the Measured Entity re-schedules more than once, IZALA VERIFICATORS CT has the right to impose a penalty equal to the costs incurred to meet the appointment.
- 3.12 The Measured Entity does not make or permit the use of any misleading statement regarding its B-BBEE Scorecard
- 3.13 The Measured Entity does not use or permit the use of a B-BBEE Verification Certificate or any part thereof in a misleading manner;
- 3.14 In the event where a National State of Emergency or a National State of Disaster is declared, On-site Verification Visit may be conducted remotely via any suitable recorded video communications channel, if the On-Site Verification Assessment is not viable.
- 3.15 The Measured Entity contractually enter into an agreement for payment of all amounts owned to IZALA VERIFICATORS CT, to be paid directly from Measured Entity to IZALA VERIFICATORS CT directly.
- 3.16 All information pertaining to B-BBEE Verification must be sent as a point of origination from Measured Entity directly to IZALA VERIFICATORS CT. No communication will be done via any third party. Only in the event of a Power of Attorney issued by the Measured Entity, will communication with third parties be permitted. If the above-mentioned Power of Attorney is not received within three (3) working days of full engagement by Measured Entity, IZALA VERIFICATORS CT reserves right to terminate engagement.

4. THE AGREEMENT

- 4.1 This Agreement together with the signed Engagement Letter constitutes the sole record of the agreement between the Parties with regard to the subject matter thereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 4.2 No addition to, variation of, or agreed cancellation of the Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both the Parties.
- 4.3 This Agreement shall not create nor give rise to any third-party rights.
- 4.4 Headings are for the clear structuring of the Agreement but shall not be used to imply or convey any specific meaning outside or beyond that conveyed by the wording of the clauses and sections of this Agreement.

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5. PRICING

- 5.1 The costs of providing the Services shall be in terms of the Quotation provided on IZALA's VERIFICATORS CT standard Quotation document or in an Engagement Letter. Any such Quotation and Engagement Letter and Fees quoted therein are incorporated as part of this Agreement.
- 5.2 Fees payable under this Agreement are calculated on the basis of information provided by the Measured Entity and are prepared in terms of IZALA's standard Price List. If such information supplied by the Measured Entity is found to be incomplete or inaccurate, IZALA VERIFICATORS CT reserves the right to amend the Fees according to its standard price list and to issue and amended Quotation and/or Engagement Letter, the payment thereof will be a condition precedent to the completion of Services under this Agreement.
- 5.3 IZALA VERIFICATORS CT reserves the right to charge travel expenses as quoted in the relevant Quotation or as incurred, with prior agreement, in the provision of the Services.
- 5.4 The costs are subject to the Measured Entity providing full and timely access to all available information.
- 5.5 The payment is payable upon acceptance of the engagement by the Measured Entity of the Quotation and/or Engagement Letter. The second payment (If applicable) and/or any expenses incurred is payable within a maximum of three (3) days after the On-Site Verification Visit and under all circumstances before the issue of the B-BBEE Certificate by IZALA VERIFICATORS CT.

6. PRESENTATION OF B-BBEE SCORECARD

- 6.1 In certain circumstances, and prior to completion of the Services or the issue of a B-BBEE Certificate, IZALA VERIFICATORS CT may supply oral, draft or interim reports or presentations. But, its written advice or final written report shall always take precedence. IZALA VERIFICATORS CT shall not be under any obligation under any circumstances to update any 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.
- 6.2 The Measured Entity may reapply for B-BBEE Verification Services or can issue an Appeal should it wish to challenge the interpretation of information previously provided or where it believes the Verification Activities have resulted in incorrect conclusions or where the Measured Entity believes IZALA's findings are not in accordance with the current B-BBEE Legislation.
- 6.3 Any report, opinion, statement of expectation, forecast or recommendation supplied by IZALA VERIFICATORS CT as part of the Services, shall not amount to any form of guarantee. The maximum extent of the Services is a report and B-BBEE Certificate verifying the B-BBEE status of the Measured Entity and issued after IZALA VERIFICATORS CT has concluded its Verification

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Activities.

- 6.4 IZALA VERIFICATORS CT shall retain authority and shall be responsible for its decisions relating to the B-BBEE Verification result.
- 6.5 Should it be brought to the attention of IZALA VERIFICATORS CT that any false claim by the Measured Entity has occurred, IZALA VERIFICATORS CT reserves the right to withdraw the Certificate and publish notes on the misdemeanor on their website. IZALA VERIFICATORS CT shall be entitled to institute legal proceedings for any relief in terms of the agreement or at law against the relevant party for any false claims or misuse of its marks.

7. OWNERSHIP

- 7.1 IZALA VERIFICATORS CT shall retain ownership of its working papers as well as ownership of the copyright and all other intellectual property rights in the product (oral or tangible) of the Services. For the purposes of delivering Services to the Measured Entity(s), IZALA VERIFICATORS CT shall be entitled to use or develop knowledge, experience and skills of general application gained through performing the Services.
- 7.2 All documents, information and records supplied by the Measured Entity during the Services shall be retained by IZALA VERIFICATORS CT as part of its B-BBEE File.

8. EMPLOYEES OF IZALA VERIFICATORS CT

The Measured Entity agrees not to make any offer of employment or to employ any member of the Verification Team or employees of IZALA VERIFICATORS CT for a period of not less than twelve (12) months from the date of this agreement.

9. FRONTING

Fronting is a criminal offence and any individual or entity involved in the provision of Services under this Agreement becoming aware of the commission of, or an attempt to commit any offence in terms B-BBEE Legislation, will report it immediately to IZALA's senior management who will report such to an appropriate law enforcement agency forthwith. It is noted that failure to report any offence under B-BBEE Legislation that becomes known to a B-BBEE Verification Professional is a crime that may result in imprisonment or a substantial fine for the individual concerned.

10. CONFIDENTIALITY

10.1 IZALA VERIFICATORS CT may acquire sensitive information concerning the Measured Entity's business or affairs during the course of Service delivery. In relation to Confidential Information, IZALA VERIFICATORS CT shall comply with the confidentiality standards contained in its Confidentiality policy. Information about the Measured Entity shall not be disclosed to any third party (i.e. a complainant; or a Measured Entity's supplier) without the Measured Entity's written consent. This clause shall not apply where Confidential Information enters the public domain or

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where IZALA VERIFICATORS CT may be required to disclose such information to SANAS and the DTIC, its insurers, legal advisers, or if put under legal obligation to disclose.

- 10.2 Where Confidential Information is given the status “Controlled Access” in terms of IZALA’s Confidentiality Policy, access to the Measured Entity’s information will be limited to specific individuals undertaking the Services for IZALA VERIFICATORS CT and a Verification trail must be maintained.
- 10.3 SANAS has to be given access to all B-BBEE Files during mandatory Verifications and other compliance investigations, and this will be done on the basis of IZALA’s confidentiality classifications and where the confidentiality classification demands it, the Measured Entity will be informed. No other individual or entity will be given access to customer information without the consent of the Measured Entity.
- 10.4 The Measured Entity agrees to treat as confidential all methodologies, technologies, processes, know-hows and other models or skills employed by the IZALA VERIFICATORS CT to carry out the Services.
- 10.5 IZALA VERIFICATORS CT may communicate with the Measured Entity via electronic mail and *vice versa* on the basis that, unless instructed otherwise, the Measured Entity is consenting to this method of communication and that the Measured Entity accepts the inherent risks involved.
- 10.6 IZALA VERIFICATORS CT must complete the Verification within ninety (90) days (inclusive) from the day of official engagement to the day the scorecard is issued.

11. TERMINATION

- 11.1 Either Party may terminate the Agreement or suspend its operation by giving fourteen (14) days’ notice in writing to the other at any time. Termination or suspension under this clause shall be without prejudice to any rights that may have accrued for either of the Parties before termination or suspension. IZALA VERIFICATORS CT will not refund any Payments/Fees on termination.
- 11.2 All monies due (whether in the form of Fees or disbursements) shall become payable in full upon date of termination, and IZALA VERIFICATORS CT shall be entitled to issue an invoice for an amount covering all unbilled Fees pertaining to the Verification Service already conducted, whether in part or full.
- 11.3 If either of the Parties commits a breach of this agreement (“defaulting party”) and/or fails to comply with the provisions hereof, then the other against whom the breach is committed (“innocent party”) shall be entitled to give the defaulting party fourteen (14) days’ written notice to remedy such breach. Should the defaulting party fail to comply with such notice then the innocent party shall forthwith be entitled, without prejudice to any other rights or remedies which the innocent party may have in law, including the right to claim damages:
- 11.3.1 to cancel this agreement; or
 - 11.3.2 to claim immediate performance and/or payment of all the obligations of the defaulting party in terms hereof.

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12. KNOWLEDGE AND CONFLICTS

12.1 The individuals assigned to undertake the Verification Activities shall not be required 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.

12.2 The Verification Team shall not be required to make use of or to disclose to the Measured Entity any information, whether known to them personally or known to colleagues, which is Confidential to another Measured Entity.

13. CIRCUMSTANCES BEYOND EITHER PARTY'S CONTROL

Neither party shall be in breach of their contractual obligations nor incur any liability to the other should either party be unable to comply with the Agreement as a result of any cause beyond their reasonable control. In the event of any such occurrence the affected party shall be obliged, as soon as reasonably practicable, to notify the other party who shall have the option of suspending or terminating the operation of the Agreement with immediate effect.

14. WAIVER, ASSIGNMENT, SUB-CONTRACTORS AND VERIFICATION TEAM MEMBERS

14.1 Failure by either party to exercise or enforce any rights available to them shall not amount to the abdication of any rights available to either party.

14.2 Neither Party shall have the right to assign the benefit or burden of the Services under this Agreement without the written consent of the other party.

14.3 Notwithstanding the above, IZALA VERIFICATORS CT shall have the right to appoint sub-contractors, external entities and experts as required to the Verification Team. It is IZALA's policy to use individuals who are not employees to undertake B-BBEE Verification Services.

14.4 The names of the intended members of the Verification Team will be communicated to the Measured Entity prior to commencement of the Services and the Measured Entity will have the right to request a change to the Verification Team prior to the commencement of Services.

15. EXCLUSIONS AND LIMITATIONS - IZALA'S VERIFICATORS CT LIABILITY

15.1 The maximum liability of IZALA VERIFICATORS CT or any individual director or employee of IZALA VERIFICATORS CT or of any person or entity associated with IZALA VERIFICATORS CT, or any member of the Verification Team in respect of direct or indirect economic loss or damage suffered by the Measured Entity 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 Agreement, derelict, negligence or otherwise.

15.2 IZALA's liability to the Measured Entity in Agreement or delict or under statute or otherwise, for any indirect or consequential economic loss or damage (including loss of profits) suffered by the

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Measured Entity (or by any such party) arising from or in connection with the Services, however the indirect or consequential economic loss or damage is caused, including its negligence, shall be excluded to the extent that such limitation is permitted by law.

15.3 The Measured Entity agrees to indemnify and to hold harmless IZALA VERIFICATORS CT, its affiliates, and their respective officers, directors, employees and members of the Verification Team against any and all losses, claims, damages and expenses, including reasonable and necessary attorney's fees, to the extent any such losses, claims, damages and expenses are due to the negligent acts or omissions of IZALA VERIFICATORS CT, its officers, directors, agents, employees and Verification Team members.

15.4 IZALA VERIFICATORS CT, its officers, directors, agents, employees and Verification Team members shall not be: -

15.4.1 liable for any loss or damage suffered by the Measured Entity arising from fraud, misrepresentation, withholding of information material to the Services or other default relating to such material information, whether on the Measured Entity's part or that of the other information sources.

15.4.2 not be responsible for loss or damage arising as a result of information material to the review being withheld or concealed from IZALA VERIFICATORS CT, or wrongly represented to it.

15.4.3 The Measured Entity hereby indemnifies IZALA VERIFICATORS CT and holds it harmless against any loss, damage, expense or liability incurred by it as a result of, arising from or in connection with a result of

15.4.3.1 any loss or damage suffered by the Measured Enterprise or a third party pertaining to the Verification Service provided by IZALA VERIFICATORS CT in terms of this agreement.

15.4.3.2 the factual inaccuracy of any information supplied by the Measured Entity or by any person representing the Measured Entity

15.4.3.3 any breach by the Measured Entity of its obligations under this Agreement; and

15.4.3.4 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 by the Measured Entity.

15.4.4 Notwithstanding anything to the contrary contained in this Agreement, the liability of IZALA VERIFICATORS CT (or any member, employee or agent thereof) in respect of any claim arising out of this Agreement or related to the Verification Service provided to the Measured Entity in terms of this Agreement, shall be limited to the Fees payable in accordance with the upfront Quotation to the Measured Entity, and shall not include any liability for any indirect or consequential loss or damages incurred by the Measured Entity or any other person.

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16 SEVERABILITY

Each clause or term of the Agreement constitutes a separate and independent provision. If any of the provisions of the Agreement 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.

17 IMPARTIALITY

IZALA VERIFICATORS CT will undertake all B-BBEE activities without conflict of interest, bias or partiality and will conduct its Services in such a manner that it is able to demonstrate that its decisions are based on objective evidence and have not been improperly influenced.

18 NOTICES AND DOMICILIA

18.4 Each Party chooses as its address for all purposes under the Services, whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from the Agreement ("Notice") as shown in the Engagement Letter.

18.5 Any Notice under the Agreement shall be valid and effective only if in writing.

18.6 Any Party may by Notice to the other Party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the Party who last receives the notice.

18.7 Any Notice to a Party contained in a correctly addressed envelope and delivered by and to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery.

18.8 Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address.

19 FORCE MAJEURE

Should any Party be unable to comply with this Agreement as a result of a cause beyond their reasonable control, neither Party shall be in breach of their contractual obligations nor incur any liability to the other Party. In the event of such an occurrence affecting one Party, that Party shall be obliged to notify the other as soon as reasonably practicable. The other Party shall then have the option of suspending or terminating the Verification Service.

20 DEBT/EQUITY DECLARATION

20.4 Both parties confirm there is no relationship that amounts to either party having economic or voting rights associated with equity with each other, and no debt exists between each party of this Agreement.

20.5 Both parties confirm that IZALA VERIFICATORS CT was not a beneficiary of Enterprise

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Development, Supplier Development Grant or any altruistic benefit from the Measured Entity.

20.6 Izala Verificators CT and the Measured Entity has no vested interest with each other. Refer to Definition of “vested interest”.

21 POPIA Compliance

21.1 Izala Verificators CT and any subsequent party/parties to this agreement acknowledge and confirm that:

21.1.1 One or more of the parties to this agreement, may possess and may continue to possess information that could be classified or may be deemed as private, confidential, or as personal information.

21.1.2 Such information may be deemed as the private, confidential, or as personal information in so far as it relates to any party; any third party directly or indirectly associated to this agreement.

21.1.3 Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.

21.2 Izala Verificators CT hereby warrants, represents, and undertakes that:

21.2.1 It shall at all times strictly comply with all Applicable Laws and with all the provisions and requirements of any third party’s data protection policies and procedures which may be in force from time to time.

21.2.2 It shall only process Personal Information where it is lawful and in a reasonable manner that does not infringe the processing conditions and privacy of the third party.

21.2.3 It shall only process Personal Information in order to perform in terms of the contract or in order to comply with an obligation imposed by law or where the processing protects the legitimate interests of the third party. It shall not, at any time Process Data for any purpose other than with the express prior written consent from the third party, and to the extent necessary.

21.2.4 It shall ensure that all its systems and operations which it uses to provide the services, including all systems on which Data is Processed as part of providing the Services, shall at all times meet the minimum standard and security required by all Applicable Laws.

21.3 Izala Verificators CT shall take appropriate and reasonable technical and organisational measures to prevent the loss of damage to or unauthorised destruction of Data and the unlawful access to or Processing of Data. The measures taken must at all times be of a minimum standard required by all Applicable Laws for the protection, control and use of Data.

21.4 Izala Verificators CT shall inform the third party as soon as reasonably possible in the event of an unlawful and/or unauthorised access, disclosure, copying, destruction, or amendment to the Personal Information. Such notification shall have sufficient information to enable the third party to report appropriately.

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21.5 Izala Verificators CT agrees to keep complete, accurate and up to date records and to give effect to the third parties right to correct, request access to or object to the processing of their Personal Information (where applicable).

21.6 Izala Verificators CT shall take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under Izala Verificators CT's possession or control and establish and maintain appropriate safeguards against any risks identified by:

21.6.1 Izala Verificators CT shall regularly verify that the safeguards are effectively implemented and keep record of such verification.

21.6.2 The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards. Records kept must be available for inspection on 7 (seven) days' notice in writing from the third party.

21.7 In the event of a breach or suspected breach, the third party reserves the right to promptly cease providing Izala Verificators CT with further Confidential and/or Personal Information and this action shall not constitute a breach of the agreement.

21.8 This data protection clause is severable from the rest of this agreement and shall remain valid and binding on the parties notwithstanding any termination.

22 COMPLAINTS & APPEALS

22.1 Should the Measured Entity feel the need to lodge a Complaint or an Appeal against a B- BBEE Verification Result, it will contact IZALA VERIFICATORS CT Headquarters for the relevant forms.

22.2 Complaints

22.2.1 A **Complaint** arises from the B-BBEE Verification process and not from the B-BBEE Scorecard.

22.2.2 All complaints will be acknowledged in writing and thoroughly investigated by senior management of IZALA VERIFICATORS CT via procedures required in terms of Section 20 of SANAS R47-03.

22.2.3 Findings will be formally conveyed to the complainant and any corrective action found necessary will be implemented.

22.2.4 Every effort will be made to resolve complaints in a timely and reasonable manner. Effective handling of complaints is seen as a way of improving customer service and increasing public confidence in B-BBEE Verification activities.

Form003-V1-IZA to lodge a complaint is available from our website at www.izala.co.za

22.3 Appeals

22.3.1 An Appeal relates to a B-BBEE Verification result after a Verification Process.

22.3.2 IZALA VERIFICATORS CT will administer appeals formally in compliance with the provisions of Section 19 of the SANAS R47-03.

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22.3.3 IZALA VERIFICATORS CT Management will be responsible for all decisions during the appeals-handling process. The policy requires resolution within 30 days from the initial lodgment of the appeal.

22.3.4 A formal procedure will be followed to: -

- receive, validate and investigate appeals;
- track and record appeals and the actions undertaken to resolve them

22.3.5 The independent IZALA VERIFICATORS CT Management committee handling the appeal will provide progress reports to the appellant and will communicate the decision reached via a formal notice, such decisions will be final.

22.3.6 Investigation of and decisions on appeals will not result in any discriminatory actions against the appellant.

Form 004 –V1-IZA to register an appeal is available from our website at www.izala.co.za

References to related Legislation, Procedures and Documents:

SANAS R47-03 Section 20
SANAS R47-03 Section 19
Pol003-V1-IZA Appeals
Pol004-V1-IZA Complaints
Procedure 016 V1-IZA - Appeals
Procedure 017 V1-IZA - Complaints
Form 003 V1-IZA - Complaint Registration
Form 004 V1-IZA – Appeal Registration
Document 011 V1-IZA - Complaint Receipt
Document 012 V1-IZA - Complaint Result
Document 013 V1-IZA – Appeal Receipt
Document 014 V1-IZA - Appeal Result

23 ACCEPTANCE

Measured Entity:

Signed at _____ on this ____ day of _____ 20__.

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For and on behalf of _____ (Company), by _____
(Name) who warrants that he/she is duly Authorised thereto.

I, the undersigned, further confirm that I have read and understood the Appeals and Complaints Process online at www.izala.co.za

(Signature)

IZALA:

Signed at _____ on this ____ day of _____ 20__.

For and on behalf of IZALA VERIFICATORS CT (PTY) LTD (Company), by -
_____(Name) who warrants that he/she is duly authorised thereto.

(Signature)