



INTEGRA (IS - E3)

INTEGRA SCORES EME SERVICE CONTRACT

ISSUED BY: INTEGRA SCORES

APPROVED BY: PASCAL LAGESSE (Manager)

1. STANDARD TERMS AND CONDITIONS

The standard terms and conditions contained in the agreement below relate to the EME CERTIFICATION contact between **INTEGRA SCORES** and MEASURED ENTITY

2. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in these Terms and Conditions, including this definitions clause, bear the meanings ascribed :

- 2.1 "**INTEGRA SCORES**" means **INTEGRA SCORES** (Proprietary) Limited (Registration Number: 2006/019048/07 of 34 Noble Road; Durban; 4001.
- 2.2 "Parties" means **INTEGRA SCORES** and/or MEASURED ENTITY as the context requires
- 2.3 MEASURED ENTITY means the company applying for EME CERTIFICATION from **INTEGRA SCORES**.
- 2.4 "EME CERTIFICATION Services Contract" means these Terms and Conditions, together with any documents or other terms applicable to the **INTEGRA SCORES** EME CERTIFICATION services.
- 2.5 "EME CERTIFICATION Services" means the EME CERTIFICATION Services to be provided by **INTEGRA SCORES**;
- 2.6 "Terms and Conditions" means these standard terms and conditions.

3. DELIVERY OF EME CERTIFICATION SERVICES:

INTEGRA SCORES seeks to ensure that the EME CERTIFICATION Service is satisfactory and delivered with Reasonable skill and care.

4. CONFIDENTIALITY:

INTEGRA SCORES may acquire sensitive information concerning MEASURED ENTITY'S business or affairs in the course of delivering the EME CERTIFICATION Services. In relation to confidential information, **INTEGRA SCORES** undertakes not to disclosure any of the MEASURED ENTITY'S information to third parties. This clause shall not apply where confidential information is made public or where it may be required to be disclosed to the **INTEGRA SCORES** insurers, legal advisors or is placed under legal duty to disclose as per current legislation.

The MEASURED ENTITY agrees to keep confidential all methodologies, technology, processes, know-how and other EME CERTIFICATION models or skills used by **INTEGRA SCORES** to carry out the EME CERTIFICATION Services.



5. PRESENTATION OF FINDINGS:

- 5.1 Prior to completion of the EME CERTIFICATION Services, **INTEGRA SCORES** may supply oral, draft or interim commentary or reports on EME CERTIFICATION matters. In such circumstances, its written scorecard and final written report shall take precedence.
- 5.2 **INTEGRA SCORES** shall not be under any obligation in any circumstances to update any matter related to the EME CERTIFICATION Service, report or any product of the EME CERTIFICATION Services, oral or written, for events occurring after the EME CERTIFICATION, report or product concerned has been issued in final form. The MEASURED ENTITY may reapply for certification should it wish to highlight changes to the application and underlying information.
- 5.3 Should The MEASURED ENTITY choose the annual retainer contract, point 5.2 becomes null and void.

6. EME CERTIFICATION SERVICES CONTRACT:

The EME CERTIFICATION Services Contract 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.

No addition to, variation of, or agreed cancellation of the EME CERTIFICATION Services Contract shall be of any force or affect unless in writing and signed by or on behalf of the parties.

7. THIRD PARTY RIGHTS:

The EME CERTIFICATION Services Contract shall not create nor give rise to, nor shall it be intended to create or give rise to, any third party rights.

8. WAIVER, ASSIGNMENT AND SUB-CONTRACTORS:

- 8.1 No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.
- 8.2 Neither Party shall have the right to assign the benefit or burden of the EME CERTIFICATION Services Contract without the written consent of the other Party.
- 8.3 **INTEGRA SCORES** shall have the right to appoint sub-contractors to assist it in delivering the EME CERTIFICATION Services and such appointment shall be subject to the reasonable requirements of the MEASURED ENTITY, DTI and SANAS.

9. EXCLUSIONS AND LIMITATIONS ON OUR LIABILITY:

The MEASURED ENTITY and other beneficiaries shall not bring any claim personally against any individual shareholder director, employee or agent, as the case may be, of **INTEGRA SCORES** in respect of loss or damage suffered by the MEASURED ENTITY or by other beneficiaries arising out of or in connection with the EME CERTIFICATION Services.

10. THIRD PARTIES:

The measured Entity hereby indemnifies **INTEGRA SCORES** and holds it harmless against any loss, damage, expense or liability incurred by it or **INTEGRA SCORES** as result of, arising from or in connection with a combination of the following two circumstances:

- 10.1 any breach by the MEASURED ENTITY of its obligations under the EME CERTIFICATION Services Contract; and
- 10.2 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.

11. SEVERABILITY:

Each clause or term of the EME CERTIFICATION Services Contract constitutes a separate and independent provision. If any of the provisions of the EME CERTIFICATION 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.

12. EMPLOYEES OF INTEGRA SCORES:

The MEASURED ENTITY agrees not to make any offer of employment to or to employ any employees of **INTEGRA SCORES** providing the EME CERTIFICATION Services.

INTEGRA SCORES agrees not to make any offer of employment to or to employ any employees of The MEASURED ENTITY providing the EME CERTIFICATION Services.

13. PRICING:

The costs of providing the EME CERTIFICATION Services shall be signed off in a formal quote by the MEASURED ENTITY. This amount excludes any traveling expenses for site visits outside of Durban. The costs are subject to the Rated Entity providing full and timely access to all available information.

Should the MEASURED ENTITY cancel the contract once the REQUEST document, the IS-E1, has been signed and the MEASURED ENTITY has been invoiced, the full amount of the invoice will be due.

14. NOTICES AND LEGAL PROCESS:

14.1 Each Party chooses as its address for all purposes under the EME CERTIFICATION Services (“chosen address”), 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 EME CERTIFICATION Services Contract (“notice”), as follows:

INTEGRA SCORES

34 Noble Road
Durban
4001
Telefax: 086 500 8922

MEASURED ENTITY name: _____
Street Address : _____
Suburb : _____
City : _____
Postal Code : _____

- 14.2 Any notice required or permitted under the EME CERTIFICATION Services Contract shall be valid and effective only if in writing.
- 14.3 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.
- 14.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery.
- 14.5 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.

15. ACCEPTANCE AND APPROVAL :

SIGNED: _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2010

FOR AND ON BEHALF OF: _____ (MEASURED ENTITY)

BY (NAME) : _____ WHO WARRANTS HIS AUTHORITY HERETO