

INTEGRA (IS – 02b)

INTEGRA SCORES SERVICE CONTRACT IS-02b

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1. STANDARD TERMS AND CONDITIONS

1.1. The standard terms and conditions contained in the agreement below relate to the verification contract between **INTEGRA SCORES (PTY) LTD** and THE CLIENT.

2. DEFINITIONS

2.1. 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 to them:

2.2. "**INTEGRA SCORES**" means **INTEGRA SCORES (PROPRIETARY) LIMITED** (Registration Number: 2006/019048/07 of 34 Noble Road; Durban; 4001.

2.3. "Parties" means **INTEGRA SCORES** and/or THE CLIENT as the context requires

2.4. THE CLIENT means the Client applying for a B-BBEE verification scorecard from **INTEGRA SCORES**

2.5. "Verification Services Contract" means these Terms and Conditions, together with any documents or other terms applicable to the **INTEGRA SCORES** BEE VERIFICATION SERVICES

2.6. "Verification Services" means the BEE Verification Services to be provided by **INTEGRA SCORES**

2.7. "Terms and Conditions" means these standard terms and conditions.

3. DELIVERY OF VERIFICATION SERVICES

3.1. **INTEGRA SCORES** seeks to ensure that the Verification Service is satisfactory and delivered with reasonable skill and care.

4. CONFIDENTIALITY

4.1. **INTEGRA SCORES** may acquire sensitive information concerning THE CLIENT'S business or affairs in the course of delivering the Verification Services. In relation to confidential information, **INTEGRA SCORES** will sign a separate Non-Disclosure Agreement should THE CLIENT so require. Should THE CLIENT have their own NDA, this will be signed in addition to the **INTEGRA SCORES'** NDA

4.2. This clause shall not apply where confidential information is made public or where **INTEGRA SCORES** may be required to disclose it to its insurers, legal advisers or is placed under a legal duty to disclose as per current legislation. **INTEGRA SCORES** is also required to retain ownership of the certificate and reserves the right to make public the certificate and the overall score of THE CLIENT to the DTI and to the Industry Body, ABVA. THE CLIENT agrees to keep confidential all methodologies, technology, processes, know-how and other verification models or skills used by **INTEGRA SCORES** to carry out the Verification Services.

5. PRESENTATION OF FINDINGS

- 5.1. Prior to completion of the Verification Services, **INTEGRA SCORES** may supply oral, draft or interim commentary or reports on verification matters. In such circumstances, the 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 Verification Service, report or any product of the Verification Services, oral or written, for events occurring after the Verification, report or product concerned has been issued in final form. THE CLIENT may reapply for rating should it wish to highlight changes to the application and underlying information
- 5.3. Should THE CLIENT choose the annual retainer contract, point 5.2 becomes null and void

6. OWNERSHIP

- 6.1. **INTEGRA SCORES** shall retain ownership of the copyright and all other intellectual property rights in the product of the Verification Services, whether oral or tangible, and also the ownership of its working papers. For the purposes of delivering Verification Services to THE CLIENT, **INTEGRA SCORES** shall be entitled to use or develop knowledge, experience and skills of general application gained through performing the Verification Services. **INTEGRA SCORES** shall also retain ownership of the Verification Report and the final Certificate and reserves the right to make this information available on the National BEE database

7. INFORMATION

- 7.1. To enable **INTEGRA SCORES** to perform the Verification Services, THE CLIENT shall use, procure and supply promptly all information and assistance and all access to documentation in its possession, custody or under its control and/or personnel under its control, where reasonably required by **INTEGRA SCORES**. THE CLIENT shall inform **INTEGRA SCORES** of any information or developments which may come to its notice and which may reasonably be expected to have a bearing on the Verification Service
- 7.2. **INTEGRA SCORES** may rely on any instructions or requests made, or notices given or information supplied, whether orally or in writing, by any person who **INTEGRA SCORES** knows to be, or reasonably believes to be, authorised by THE CLIENT to communicate with **INTEGRA SCORES** for such purposes
- 7.3. **INTEGRA SCORES** may communicate with THE CLIENT by electronic mail where an authorised person of THE CLIENT requests **INTEGRA SCORES** to do so, on the basis that, in consenting to this method of communication, THE CLIENT accepts 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). **INTEGRA SCORES** will undertake all reasonable efforts to ensure the security of electronic communications with THE CLIENT
- 7.4. **INTEGRA SCORES** may receive information from THE CLIENT or from other sources in the course of delivering the Verification Services and shall:

7.5. be entitled to establish the reliability of information received by it;

7.6. not be liable to THE CLIENT for any loss or damage suffered by THE CLIENT arising from fraud, misrepresentation, withholding of information material to the Verification Services or other default relating to such material information, whether on THE CLIENT's part or that of the other information sources

8. VERIFICATION SERVICES CONTRACT

8.1. The Verification 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

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

9. THIRD PARTY RIGHTS

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

10. CIRCUMSTANCES BEYOND EACH PARTY'S CONTROL

10.1. Neither Party shall be in breach of its contractual obligations nor shall it incur any liability to the other if either Party is unable to comply with the Verification Services Contract as a result of any cause beyond its reasonable control. In the event of such occurrence, the Parties shall be obliged, as soon as reasonably practicable, to notify each other, and shall have the option of suspending or terminating the operation of the Verification Services Contract upon written notice to that effect

11. WAIVER, ASSIGNMENT AND SUB-CONTRACTORS

11.1. 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

11.2. Neither Party shall have the right to assign the benefit or burden of the Verification Services Contract without the knowledge of the other Party

11.3. **INTEGRA SCORES** shall have the right to appoint sub-contractors to assist it in delivering the Verification Services and such appointment shall be subject to the reasonable requirements of THE CLIENT, DTI and SANAS

12. EXCLUSIONS AND LIMITATIONS ON OUR LIABILITY

- 12.1. The maximum liability of **INTEGRA SCORES** or any individual director, or employee, as the case may be, of the Company or of any body or entity controlled or owned by, or associated with **INTEGRA SCORES**, in respect of direct economic loss or damage suffered by THE CLIENT, or by other beneficiaries arising out of, or in connection with the Verification Services, shall be limited to the fees charged and paid for these Verification Services. The maximum liability shall be an aggregate liability for all claims arising, whether by contract, delict, negligence or otherwise
- 12.2. The maximum liability of **INTEGRA SCORES** or any individual director, or employee, as the case may be, of the Company or of any body or entity controlled or owned by, or associated with **INTEGRA SCORES**, in respect of direct economic loss or damage suffered by THE CLIENT, or by other beneficiaries arising out of, or in connection with the Verification Services, shall be limited to the fees charged and paid for these Verification Services. The maximum liability shall be an aggregate liability for all claims arising, whether by contract, delict, negligence or otherwise
- 12.3. **INTEGRA SCORES'** liability to THE CLIENT in contract or delict or under statute or otherwise, for any indirect or consequential economic loss or damage (including loss of profits) suffered by THE CLIENT (or by any such other party) arising from, or in connection with the Verification Services, however the indirect or consequential economic loss or damage is caused, including its negligence but excluding its willful default, shall be excluded, to the extent that such limitation is permitted by law
- 12.4. THE CLIENT 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 CLIENT or by other beneficiaries arising out of, or in connection with the Verification Services. This restriction shall not operate to limit or exclude the liability of **INTEGRA SCORES** as a company for the acts or omissions of its shareholders directors, employees and agents. Any claim from THE CLIENT or other beneficiaries must be made within two years of the date on which THE CLIENT or the beneficiaries became aware, or ought reasonably to have become aware, of circumstances giving rise to a claim or potential claim against **INTEGRA SCORES**

13. THIRD PARTIES

- 13.1. THE CLIENT 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
- 13.2. any breach by THE CLIENT of its obligations under the Verification Services Contract; and
- 13.3. 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

14. TERMINATION

- 14.1. Either Party may terminate the Verification Services Contract or suspend its operation by giving due 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 and all sums due to **INTEGRA SCORES** shall become payable in full when termination or suspension takes effect. **INTEGRA SCORES** will be entitled to raise a fee note upon receipt of such notification for an amount adequate to cover all work done to date and not yet billed including disbursements incurred

15. SEVERABILITY

- 15.1. Each clause or term of the Verification Services Contract constitutes a separate and independent provision. If any of the provisions of the Verification 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

16. EMPLOYEES OF INTEGRA SCORES

- 16.1. THE CLIENT agrees not to make any offer of employment to, or to employ any employees of **INTEGRA SCORES** providing the Verification Services
- 16.2. **INTEGRA SCORES** agrees not to make any offer of employment to, or to employ any employees of THE CLIENT

17. PRICING

- 17.1. The costs of providing the Verification Services shall be signed off in a budget breakdown by THE CLIENT. This amount excludes any traveling expenses for site visits outside of Durban. The costs are subject to THE CLIENT providing full and timely access to all available information

18. NOTICES AND LEGAL PROCESS

- 18.1. Each Party chooses as its address for all purposes under the Verification 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 Verification Services Contract ("notice"), as follows:

INTEGRA SCORES
34 Noble Road
Durban
4001
Telefax: 086 500 8922

THE CLIENT NAME: _____

Trading as: _____

Registration No: _____

Street Address _____

Suburb _____

City _____

Postal Code _____

Telefax: _____

18.2. Any notice required or permitted under the Verification Services Contract shall be valid and effective only if in writing

18.3. 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

18.4. 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

18.5. 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

19. ACCEPTANCE AND APPROVAL

THIS DONE AND SIGNED AT _____

ON THIS THE _____ DAY OF _____ 200 .

FOR AND ON BEHALF OF:

(THE CLIENT)
BY

WHO WARRANTS HIS AUTHORITY HERETO