

## Terms & Conditions: B-BBEE Consult

### 1. BACKGROUND

- 1.1. Mpowered has developed certain Software & Services which it makes available to subscribers via the internet or in person on a subscription basis for B-BBEE scorecard tracking and management.
- 1.2. Customer wishes to use Mpowered's B-BBEE Consult service offering in its business operations.
- 1.3. Mpowered has agreed to provide and the Customer has agreed to take and pay for Mpowered's B-BBEE Consult service offering subject to these Terms and Conditions.

### 2. AGREED TERMS & INTERPRETATIONS

- 2.1. **B-BBEE:** means Broad-Based Black Economic Empowerment.
- 2.2. **Beagle:** the Mpowered Beagle B-BBEE certificate database.
- 2.3. **Compliance Administrator:** an employee of Mpowered assigned to collect Supplier Certificates.
- 2.4. **Customer:** a person/company purchasing Software and/or Services from Mpowered.
- 2.5. **Documentation:** the document made available to the Customer by Mpowered online via [www.mpowered.co.za](http://www.mpowered.co.za) or such other web address notified by Mpowered to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.
- 2.6. **Services:** the subscription services provided by Mpowered to Customer via [www.mpowered.co.za](http://www.mpowered.co.za) or any other website notified to Customer by Mpowered from time to time, as more particularly described in the Documentation.
- 2.7. **SMS:** the Mpowered Supplier Management System.
- 2.8. **Software:** the online software applications provided by Mpowered as part of the Services.
- 2.9. **SC:** a Solution Centre Specialist employee of Mpowered assigned to Customer to manage their account and also includes the term.
- 2.10. **Subscription:** the B-BBEE Consult service offering purchased.
- 2.11. **Subscription Fee:** the subscription fee payable to Mpowered for the Subscription.
- 2.12. **Supplier Certificates:** the B-BBEE certificates of Customer's suppliers.

### 3. B-BBEE CONSULT SERVICE OFFERING

- 3.1. The B-BBEE Consult service offering includes the following Services:
  - 3.1.1. Supplier Certificate Collection;
  - 3.1.2. Solution Centre Hours; and
  - 3.1.3. Data Import Assistance.

### 4. SUPPLIER CERTIFICATE COLLECTION

- 4.1. These Services entail the collection of Supplier Certificates by the Compliance Administrator on behalf of Customer.
- 4.2. Customer is required to provide the Compliance Administrator with the contact details of all its suppliers as well as a letter of authority granting Mpowered and, by extension, the Compliance Administrator, permission to contact and obtain Supplier Certificates on behalf of Customer.
- 4.3. Collection of Supplier Certificates:
  - 4.3.1. The Compliance Administrator will contact Customer's suppliers using the provided contact details. If a supplier does not have contact details, or the provided contact details are incorrect, the Compliance Administrator will note this on the weekly/monthly report sent to Customer. No contact details will be sourced independently.
  - 4.3.2. Contact with Customer's suppliers will consist of both phone calls and emails. A minimum of 4 attempts will be made before a supplier is marked as 'non-cooperative'. These 4 (four) attempts will consist of at least:
    - 4.3.2.1. 2 (two) phone calls; and
    - 4.3.2.2. 2 (two) emails.
  - 4.3.3. The Compliance Administrator will provide Customer with a weekly/monthly report which contains categories of the supplier's cooperation. As a minimum, these categories will consist of:
    - 4.3.3.1. 'Obtained' for those suppliers where a Supplier Certificate was received;
    - 4.3.3.2. 'Incorrect contact details' for those suppliers that could not be reached with the contact details provided by Customer; and
    - 4.3.3.3. 'Non-cooperative' for those suppliers

that are either not willing to provide their Supplier Certificate or where no Supplier Certificate exists;

- 4.3.4. Mpowered will make every effort to collect all the Supplier Certificates but will in no way guarantee that 100% of Supplier Certificates are obtained.
- 4.3.5. Supplier Certificates obtained will be uploaded directly into Beagle and/or SMS.

## **5. SOLUTION CENTRE HOURS**

- 5.1. This Service entails a certain number of hours during which the SC will assist Customer with their verification journey. These hours are in addition to those provided as part of the normal Software subscription.
- 5.2. The maximum hours included with the B-BBEE Consult Subscription Fee will be 18 (eighteen) hours. Customers will be quoted separately for any hours in addition to this.
- 5.3. Customer and the SC will have discretion in terms of the use of these additional hours, although no hours may be carried over between Subscriptions.
- 5.4. To maximize value for Customer, it is suggested that the 18 hours be split as follows:
  - 5.4.1. Gap Review (2 hours);
  - 5.4.2. Verification data submission (3 hours);
  - 5.4.3. Audit preparation review (3 hours);
  - 5.4.4. Audit day review (8 hours);
  - 5.4.5. Post verification reviews (2 hours).
- 5.5. The following conditions will apply to the services provided:
  - 5.5.1. Customer must always ensure that a full dataset is completed within the 'Software' (refer to the standard Terms & Conditions); and
  - 5.5.2. The responsibility to ensure the accuracy of any data, claim or submission will rest with the Customer.
- 5.6. The following items will be excluded from these hours:
  - 5.6.1. Entire audit file preparation, but the hours will include guidance on audit file preparation; and
  - 5.6.2. Full file or document review, but the hours will include file or document sampling to assess its accuracy and/or validity.

## **6. DATA IMPORT ASSISTANCE**

- 6.1. This Service entails the importing of data into the Software by the SC on behalf of Customer.
- 6.2. Customer must ensure to inform the SC as to which elements are meant to be uploaded and at which interval. SC will inform Customer once the uploads have been completed.
- 6.3. Customer remains responsible to ensure the validity, completeness and accuracy of the data import.

## **7. GENERAL**

- 7.1. Without derogating from the foregoing, it is agreed that while some of the services that may be provided by Mpowered under these Terms & Conditions may frequently include advice and/or recommendations, the Customer shall be solely responsible for and bear all the risk associated with any decisions in connection with the implementation of such advice and/or recommendations.
- 7.2. Customer agrees to the inclusion and application of Mpowered's standard Terms & Conditions where these Terms & Conditions may be silent. This includes, but is not limited to, clauses dealing with:
  - 7.2.1. Subscriptions;
  - 7.2.2. Charges and Payment;
  - 7.2.3. Proprietary Rights;
  - 7.2.4. Confidentiality;
  - 7.2.5. Indemnity;
  - 7.2.6. Limitation of Liability; and
  - 7.2.7. Renewal Terms and Termination.