

BEE NAVIGATOR LICENCE AGREEMENT

Between

BEE Scorecard (Proprietary) Limited, trading as BEE Scorecard ('BEE SCORECARD') c/o the company Auditors: Braude, Gordon & Co., Suite 201, 200 on Main, Main Road, Claremont, 7700, Facsimile number 0860 250 250 and electronic mail address support@bee-scorecard.co.za

And

The Audit Firm registered on the system as a user of BEE Scorecard's services and represented by the duly authorised person entered as the "Authorised User" and domiciled at the address as captured on the BEE Navigator System.

Definitions

Unless a contrary intention clearly appears, words importing any reference to one gender includes the other gender; the singular includes the plural and vice versa; natural persons include created entities (incorporated or unincorporated) and the state and vice versa; any reference to 'R' or 'Rands' or 'cents' shall be references to the lawful currency of South Africa.

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

'**Access Code**' means the unique Username and Password generated by the System to regulate the access of the Audit Firm to the System; '**The Codes**' means the BBBEE Codes of Good Practice issued by the DTI under the Broad Based Black Economic Empowerment Act 53, of 2003; '**BEE Rating**' means an evaluation of the BEE Status and Score of the Measured Enterprise as defined in the BBBEE Codes; '**BEE Score and Status**' means the Black economic empowerment score and status of a business entity measured against the content of the BBBEE Codes at any given time; '**BEE Scorecard**' means a BEE Score and Status presentation by the System in a prescribed format; '**Certificate of Compliance**' means a Certificate issued by the Audit Firm to verify the BEE status of the Audit Firm's client in a prescribed format; '**Certification Fee**' means the portion of the Licence Fee payable upon completion of the ME's rating, signified by the issuing of a BEE Certificate of Compliance; '**Debit Order**' means the authorization given to BEE SCORECARD to debit the Bank account of the Audit Firm with the Licence Fee; '**DTI**' means the Department of Trade and Industry; '**Effective date**' means the date of commencement of this Agreement, which is the date on which the Audit Firm first registers on one of BEE SCORECARD's websites to use the Service; '**Licence Fee**' means the total fee payable by the Audit Firm for use of the Service, consisting of the Registration Fee and the Certification Fee; '**ME**' or '**Measured Enterprise**' means the business entity undergoing the BEE Rating as defined in the Codes of Good Practice; '**Registration Fee**' means the portion of the Licence Fee payable by the Audit Firm upon registering a business entity as a Measured Enterprise

on the BEE SCORECARD System, and annually thereafter; **'The Service'** means the BEE Rating Service offered by BEE SCORECARD via its web-based user interfaces and applications; **'The System'** and **'BEE Navigator'** means the proprietary web-based application owned by BEE SCORECARD and designed in accordance with the BBBEE Codes of Good Practice and made available to the Audit Firm in terms of this Agreement only.

Whereas:

The Audit Firm wishes to utilize the Service offered by BEE Scorecard via its proprietary web-based Rating System and BEE SCORECARD agrees to provide the Service to the Audit Firm in accordance with the terms of this Agreement; the Audit Firm agrees to the terms of this Agreement by using the Service.

The Parties therefore agree as follows:

Access to the Service

BEE SCORECARD will provide the Audit Firm with uninterrupted access to the System, subject to: 1) Its account with BEE SCORECARD not being in arrears and 2) the Audit Firm complying with the stipulations of this Agreement.

The Audit Firm may provide access to the data of an ME to one representative of that ME, who shall be bound by the terms of the user Agreement presented at login.

Fees

Access to and use of the system will be free of charge for a trial period of 60 days from the Effective Date, after which the following fees will apply:

- 1) An annual Registration fee equal to R200 (excl VAT) per ME registered on the system, payable upon registration of the ME.
- 2) An annual Certification fee equal to R400 (excl. VAT) for QSE Scorecards and R1000 (excl VAT) for Generic Scorecards, payable upon completion of the ME's BEE Rating, signified by the issuing of a BEE Certificate of Compliance.

After the 60-day trial period, Licence fees will be applicable to ME's registered during the trial period, retrospectively.

BEE SCORECARD will invoice the Audit Firm monthly for fees applicable to the previous calendar month and invoices shall be payable 30 days from date of invoice.

Data Integrity

Only the information that is entered on the System by the Audit Firm or the ME will be considered by the System when performing a calculation for the purpose of a BEE Scorecard. BEE SCORECARD does not audit or check the information entered on the System by the Audit Firm or the ME in any way, and the integrity of the BEE Scorecard is therefore based on the accuracy of the input data provided. The Audit Firm acknowledges that it is solely responsible for the capturing of correct and sufficient data to enable the System to produce a BEE Scorecard for the ME.

The Audit Firm accepts and acknowledges that: The data entered on to the System will be stored electronically for as long as it is required by law; The Audit Firm is responsible for the safety and security of its Access Codes; The Audit Firm is responsible for keeping the data on the System up to date to ensure that the System correctly reflects the latest BEE position of the ME.

Data entered on the system by the Audit Firm and stored by BEE SCORECARD remains the property of the Audit Firm and/or its client and BEE SCORECARD is not permitted to utilize the data for any purpose other than providing the Service.

The Service

BEE SCORECARD will: Offer the Service with commercially reasonable levels of skill and care; Maintain a capable, real-time System in accordance with the content of the BBBEE Codes; Protect and store historical data; Make stored data accessible to the Audit Firm subject to the conditions of this Agreement; recalculate the BEE Scorecard of the Audit Firm where any legislative changes have affected the BEE Scorecard of the ME; at all times treat the information captured by the Audit Firm as confidential and only use the data for the purpose of calculating a BEE Scorecard.

BEE SCORECARD will be entitled to terminate the Audit Firm's access to the System immediately and without liability, should the Audit Firm breach any of the terms of this Agreement or fail to honour a payment.

Termination

The Audit Firm may at any stage during the period of the Agreement terminate the Agreement by 30 days notice in writing to cancellations@bee-scorecard.co.za. Upon such termination notice being received, BEE SCORECARD shall cancel the debit order instruction and shall disable the results and update functionality. In the event of termination the Audit Firm remains liable for all fees payable to BEE SCORECARD in terms of this Agreement.

Ownership

Using the Service does not give the Audit Firm ownership of any intellectual property rights in the Services or the System and the Audit Firm may not use content from the Service or the System unless prior permission is obtained from BEE SCORECARD. These terms do not grant the Audit Firm the right to use any branding or logos used in the Service.

Indemnity

BEE Scorecard provides the service 'as is' and makes no claims with regard to the performance of the system or the financial, operational or other impact the system may have on the business of the Audit Firm, and cannot be held liable for any such impact. The Audit Firm indemnifies BEE SCORECARD from any claim whatsoever arising from the Rating Service provided to the Audit Firm or its clients.

Should the Audit Firm (either intentionally or unintentionally) misrepresent any data captured on the System and an incorrect BEE Scorecard is calculated as a result of this, the Audit Firm accepts that BEE SCORECARD (PTY) LTD is indemnified by the Audit Firm against any loss or damage, whether consequential or punitive, that the Audit Firm or a third party might suffer as a result of the

representation of an incorrect BEE Scorecard. BEE SCORECARD accepts no responsibility for any reliance that may be placed on the BEE Scorecard by a third party. The Rating Service provided in terms of this Agreement is for the benefit of the Audit Firm and it is not expected of BEE SCORECARD to exercise a duty of care to any other third party other than the Audit Firm who is the recipient of the Rating Service. BEE SCORECARD will not be liable to further display any correct or any updated version of the ME's BEE Scorecard should the Audit Firm unsubscribe to the System for whatever reason.

General

BEE SCORECARD may modify this Agreement or any additional terms that apply to the Service from time to time, to reflect changes to the law or changes to the Service. This Agreement will be presented at each login to the System and should be read regularly. If the Audit Firm does not agree to the modified Agreement, it is the responsibility of the Audit Firm to terminate the Service.

If there is a conflict between these terms and any additional terms, the additional terms will apply.

The failure of any party at any time to require performance of a specific term or to enforce its rights under this Agreement shall in no way affect the right of such party to require the remedy of any breach of any provision of this Agreement and shall not be construed as a waiver of any breach.

This Agreement shall commence on the effective date and remain in force until terminated by either party in accordance with this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of South Africa and the parties hereby submit to the exclusive jurisdiction of the South African courts.