



LETTER OF APPOINTMENT

I,

_____ (Full names of Measured Enterprise's Authorised Representative)

the undersigned, authorised representative of _____ (hereinafter referred to as "the Measured Enterprise") hereby appoints **BEE Empowered and Labour Consultancy CC** (hereinafter referred to as **BEE Empowered**) to assess, verify and validate the Measured Enterprise's disclosed and undisclosed BEE related information in accordance with the principles contained in the B-BBEE Codes of Good Practice issued under section 9(1) of the Broad-based Black Economic Empowerment Act, Act 53 of 2003 and, based on the result, grant a BEE status to the Measured Enterprise.

The Measured Enterprise shall make all necessary arrangements for the conduct of the rating evaluations, including provision for examining documentation and access to all areas, records and personnel for purposes of the rating and resolutions of complaints. The Measured Enterprise acknowledges that, should it misrepresent any fact or information, **BEE Empowered** shall have the right to disqualify its scorecard and to report the Measured Enterprise to the Department of Trade and Industry.

The Measured Enterprise hereby acknowledges that **BEE Empowered** shall retain ownership of the Measured Enterprise's B-BBEE Verification Certificate. The Measured Enterprise shall not use or permit the use of its B-BBEE Verification Certificate, or any part thereof, in a misleading way. Should the Measured Enterprise use or permit the use of its B-BBEE Verification Certificate in a misleading way, **BEE Empowered** shall have the right to immediately revoke the Measured Enterprise's BEE Status and to request the return of the Measured Enterprise's B-BBEE Verification Certificate and to report the Measured Enterprise to the Department of Trade and Industry.

The Measured Enterprise shall not make or permit any misleading statements to be made about its BEE Status. The Measured Enterprise shall conform to **BEE Empowered's** requirements when making reference to its BEE Status in communications media such as the internet, documents, brochures and advertising material. The Measured Enterprise shall adhere to the terms and conditions of **BEE Empowered's** "Use of Mark and or Logo Agreement". The Measured Enterprise shall not use **BEE Empowered's** mark or logo prior to entering into such an agreement with **BEE Empowered**.

A DIVISION OF FRANK SETON ATTORNEYS

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The Measured Enterprise shall not use its BEE status in such a manner that would bring **BEE Empowered** into disrepute or cause it to lose public trust.

The Measured Enterprise acknowledges that:

- **BEE Empowered** has not rendered any BEE consulting services to it for a period of 24 months preceding its BEE verification;
- **BEE Empowered** does not hold any substantive equity share nor does it have any of the voting rights in the Measured Enterprise that might enable **BEE Empowered** to significantly influence any part of the decision making process within the Measured Enterprise's organisation.
- **BEE Empowered** explained the evaluation and verification process involved;
- Agreement has been reached in respect of the the verification fee payable to **BEE Empowered** in respect of the BEE evaluation and BEE verification;
- The Measured Enterprise received a copy of **BEE Empowered's** Verification Agreement ("BEE/CP/13/A2") and that it read and understand same and is bound by the terms and conditions set out in the aforementioned Verification Agreement.
- **BEE Empowered** undertook to keep its proprietary information confidential, to remain impartial and objective and not to be influenced by other interests or by other parties when it makes its verification decision;
- **BEE Empowered** shall avoid any circumstances that may give rise to a conflict of interest between it and the Measured Enterprise. **BEE Empowered** shall immediately disclose the full nature of such circumstances to the Measured Enterprise. Should such circumstances arise **BEE Empowered** shall not undertake any further evaluation activities without the Measured Enterprise's prior consent.
- **BEE Empowered** informed the Measured Enterprise of its right to appeal against its verification decision(s);
- **BEE Empowered** shall make all reasonable effort to have the Measured Enterprise's complaints resolved;
- **BEE Empowered** shall provide appropriate access and shall disclose to specific interested parties non-confidential and non-proprietary information about the Measured Enterprise's verification.
- **BEE Empowered** shall have the right to place a copy of the Measured Enterprise's B-BBEE Verification Certificate on its website and to furnish the Department of Trade and Industry with a copy of the Measured Enterprise's B-BBEE Verification Certificate.

 for and on behalf of
 the Measured Enterprise,
 duly authorised thereto

 Date

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