

## Attachment C

### Broad-Based Black Economic Empowerment ("B-BBEE")

#### *[Only applicable to a South African Supplier]*

1. SASOL requires that the SUPPLIER be, from the effective date of the Agreement, at least a Level 7 B-BBEE contributor as per the Codes of Good Practice, dated 11 October 2013 ("Codes"), issued in terms of the Broad-Based Black Economic Empowerment Act, 53 of 2003. Should the SUPPLIER:
  - 1.1. meet this requirement, it will submit a valid and current B-BBEE certificate to SASOL, and such certificate will constitute a warranty by the SUPPLIER of such status;
  - 1.2. not meet this requirement, it will be given 6 months from the Effective Date to submit a valid Level 7 B-BBEE certificate to SASOL; The SUPPLIER undertakes to comply with the procurement of goods and services from B-BBEE compliant suppliers as evidenced by the B-BBEE scorecard rating of the SUPPLIER ("**Preferential Procurement**") as may be revised from time to time.
2. The SUPPLIER is required:
  - 2.1. to improve its B-BBEE compliance status by at least one contribution level every year for the duration of the Agreement until such time as a B-BBEE compliance level 4 is achieved; and
  - 2.2. to use its best endeavours to maintain the compliance level 4 for the remainder of the Agreement upon reaching it.
3. In the event of the SUPPLIER sub-contracting its services:
  - 3.1. it will ensure that each of the sub-contractors will at least maintain the B-BBEE contributor level evidenced by their respective verification certificates at the Effective Date; and
  - 3.2. it will demonstrate its commitment to B-BBEE and to local procurement by utilising local B-BBEE sub-contractors, unless SASOL agrees otherwise in writing.
4. The SUPPLIER will, for the duration of the Agreement, submit to SASOL:
  - 4.1. a valid and current B-BBEE certificate and detailed balanced scorecard every 12 months on expiry of the current certificate and balanced scorecard; and
  - 4.2. an "*in process*" letter from the verification agency 2 months before the expiry of the current certificate and balanced scorecard stating that the re-certification process has been initiated.
5. Failure by the SUPPLIER to comply with its obligations relating to B-BBEE in terms of the Agreement may disqualify the SUPPLIER from any future request for quotation by SASOL. No failure, refusal or neglect by SASOL to exercise any right hereunder or insist upon strict compliance with any provision in this Attachment, or performance by the SUPPLIER of its obligations under this Attachment, will constitute a waiver by SASOL of the provisions hereof and SASOL may at any time require strict compliance with the B-BBEE provisions set out in this Attachment.
6. SASOL reserves the right to unilaterally amend the B-BBEE commitments provided for in the Agreement, in the event of any change in:
  - 6.1. the Codes; or
  - 6.2. any applicable laws.
7. SASOL will be entitled to terminate the Agreement summarily and at its sole discretion if:
  - 7.1. the representations made by the SUPPLIER relating to its current or future B-BBEE contributor Levels are false;
  - 7.2. the SUPPLIER fails to maintain a valid B-BBEE certificate for the duration of the Agreement;
  - 7.3. the SUPPLIER's B-BBEE contributor Level changes during the duration of the Agreement to a Level lower than what it was as on the Effective Date, and the situation is not rectified within 3 months from date of change in status;
  - 7.4. the SUPPLIER breaches any of its obligations in terms of this B-BBEE clause; and/or
  - 7.5. the SUPPLIER fails to inform SASOL within a period of 30 calendar days from the date of material change which implies a decline in its B-BBEE ownership status.
8. In the event of SASOL not exercising its rights in terms of clause 7, SASOL may charge the SUPPLIER a penalty of 10% of the value of each current or future order(s) until such time as the SUPPLIER addresses to SASOL's satisfaction the matters giving rise to SASOL's right to terminate the Agreement in terms of clause 7.