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# Privacy policy

Effective date: 25 June 2021

Nkhulu Group Proprietary Limited is committed to protecting the privacy of personal information of our data subjects. The information you share with us as a data subject allows us to provide you with the best experience with our products and services, or as a stakeholder of Nkhulu Group Proprietary Limited.

It is important that you take all necessary and appropriate steps to protect your data yourself (for example, by ensuring that all passwords and access codes are kept secure).

Nkhulu Group Proprietary Limited has dedicated policies and procedures in place to protect all personal information collected and processed by us. Please read below for more information on how we collect, process, use and disclose personal information.

Registered address: 2 Sea Breeze, Unit 52, Mossel Bay, Western Cape, 6500

Information officer contact details: rikus@nkhulu.co.za

## Collection of data

Personal data may either be collected directly from you, as data subject, or it may be collected from other sources such as:

- a) From your employing company
- b) Through credit checks
- c) Through the use of cookies on our website
- d) Through the rendering of services.

Where information is not collected directly from you as a data subject, we will take reasonable steps to inform you of the fact that the information was collected and will be processed.

You must not send us personal information about someone else without first getting his or her consent for it to be used and disclosed in the ways set out in this terms and conditions. This is because we will assume he or she has consented although we may still ask for confirmation from them. Where you do give us information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

## Prospective employees

In applying for this position you may provide us with personal information as part of the application process. We may also obtain personal information while performing the required background check, reference check and credit check if relevant.

The personal information that may be obtained during this process is as follows:

| Personal information | Purpose for processing                    | Legal basis for processing                                                                                        |
|----------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Race                 | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |

|                                                                  |                                           |                                                                                                                   |
|------------------------------------------------------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Gender                                                           | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Marital Status                                                   | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| National, ethnic or social origin                                | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Colour                                                           | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Language and birth of the person                                 | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Education history                                                | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Criminal history                                                 | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Employment history                                               | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| ID number                                                        | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| E-mail address                                                   | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Physical address                                                 | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Telephone number                                                 | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Location information                                             | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |
| Name of individual if it appears with other personal information | Provided for possible employment purposes | By virtue of providing the CV, the data subject gave us consent to process the data for the purpose of employment |

## Employees

Nkhulu Group Proprietary Limited must process personal information of their employees for various legal and employment purposes. The information that will be processed is as follows:

| Personal information              | Purpose for processing                  | Legal basis for processing                                                                                                                                                                           |
|-----------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Race                              | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Gender                            | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Marital Status                    | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| National, ethnic or social origin | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Colour                            | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Language and birth of the person  | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Education history                 | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Criminal history                  | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal                                                                  |

|                                                                  |                                         |                                                                                                                                                                                                      |
|------------------------------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                  |                                         | information in order for us to upload them on the payroll system                                                                                                                                     |
| Employment history                                               | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| ID number                                                        | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| E-mail address                                                   | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Physical address                                                 | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Telephone number                                                 | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Location information                                             | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |
| Name of individual if it appears with other personal information | Provided employment purposes for equity | Employees complete a take on form when they start employment at the firm where they will voluntarily provide us with their personal information in order for us to upload them on the payroll system |

### Customers

In order for us to provide you with the best service, we need to collect and process personal information from you as a customer. This information will consist of the following:

| <b>Personal information</b>      | <b>Purpose for processing</b>                                                                                                                | <b>Legal basis for processing</b>                                                                                                                     |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bank account details             | Only requested when an over payment is made by the client and we have to refund the client                                                   | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| PAYE number                      | Requested for application of credit facilities to ensure that the customer is in good standing at the South African Revenue Services         | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| Tax number                       | Requested for application of credit facilities to ensure that the customer is in good standing at the South African Revenue Services         | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| VAT number                       | Requested for compliance with the South African Revenue Services with regards to information required on customer invoicing for VAT purposes | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| Company Registration             | Requested for compliance with the South African Revenue Services with regards to information required on customer invoicing for VAT purposes | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| Language and birth of the person | ID and preferred language of communication                                                                                                   | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| Financial history                | Required to assess financial risk when applying for credit facilities                                                                        | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| ID number                        | To confirm the customer is a real person or that the customer is who he or she claims to be                                                  | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| E-mail address                   | Needed to communicate with the customer                                                                                                      | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |

|                      |                                                                                                                                                  |                                                                                                                                                       |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| Physical address     | Needed to communicate with the customer, requirement by the South African Revenue Services to be indicated on customer invoices for VAT purposes | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| Telephone number     | Needed to communicate with the customer, requirement by the South African Revenue Services to be indicated on customer invoices for VAT purposes | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |
| Location information | Needed to communicate with the customer, requirement by the South African Revenue Services to be indicated on customer invoices for VAT purposes | Consent is received when the data subject signs and agrees to the terms and conditions set out on the credit facility application and hire agreements |

Nkhulu Group Proprietary Limited will keep your personal information confidential at all times, however, you agree and consent that Nkhulu Group Proprietary Limited may:

- a) Communicate with you electronically in relation with the service or product being provided (email, fax, telephone or through any other relevant or secured electronic platform)
- b) Obtain any relevant personal information, from any person or institution, necessary to comply with the agreement between you and Nkhulu Group Proprietary Limited
- c) Obtain credit information from any person or institution where necessary
- d) Verify the information provided herein and to contact other third party for purposes of the same
- e) Disclose personal information to regulatory or government agencies in accordance with the relevant legislation or directive
- f) Use personal information to market new or other products of the company which may be suitable or relevant to you

#### Individuals screened for COVID 19

The following needs to be explained verbally to anyone who needs to complete documentation with personal information for COVID 19 Screening. It may also be documented on the document to be completed:

The personal information collected is necessary to comply with the COVID 19 screening as required by the Disaster management Act and supplementary regulations and directives. This information will be kept confidential unless disclosure is required by law. E.g. should a positive case be identified. This information will be stored for a period of 5 years and thereafter be destroyed. If you do not provide the information as required, we can limit or refuse you access to the premises.

## Consent

Where the legal basis for us processing your personal information is consent as above, it will be included in the contract or agreement concluded with you. This consent may be withdrawn at any time, however this withdrawal of consent will not make processing we undertook before your withdrawal unlawful. You will not suffer any detriment for withdrawing your consent.

You may withdraw your consent by contacting our information officer, whose details are provided at the beginning of the privacy policy.

Where the legal basis for processing is for the proper performance of the contract, and you fail to provide us with the information or request us to stop processing this information, it may create limitations on our performance of the contract or agreement.

## Sharing information

In processing your personal information, we may share it with third party processors under an operator's agreement. These include but are not limited to:

- a) Payment processors
- b) Email management and distribution tools
- c) Data storage providers
- d) Server hosts

As an operator, these service providers will not be able to process or use your data for any reason other than to provide the service as required by us. They also need to implement proper safeguards to ensure the personal information is secured at all times.

## Retention

Nkhulu Group Proprietary Limited is required to comply with various different legislative retention periods, which leads to different retention requirements. As such we have opted for the longest retention period required from us for legal purposes and apply this to all our data. Your personal information will be kept for a period of 5 years in order for us to comply with all legal requirements.

## Your legal rights

You have the following rights under the Protection of Personal Information Act:

- a) Request access to your personal information
- b) Request a correction or deletion of personal information
- c) Object to the processing of personal information
- d) Lodge a complaint to the Information Regulator

If you want to exercise any of the rights described above, or are dissatisfied with the way we have used your personal information, please contact the information officer.

## Changes to this policy

This policy may change from time to time. The latest effective date will be highlighted at the start of the privacy policy.

# Cookies Notice

Our Website makes use of cookies to provide, improve, protect, and promote our Services. These cookies are used to collect information about how you interact with our website. Personal information that may be stored may include [USERNAME, E-MAIL, PREFERENCES]

Cookies help us remembering you for your next visit and understanding how you are interacting with our Services in order to improve and customize your browsing experience. You can set your browser to not accept cookies, but this may limit your ability to use the services.

## Information Technology Policy

### Internet Usage

- 1.1 EMPLOYEES with internet access may not abuse the EMPLOYER'S internet facility for personal purposes. The EMPLOYER is entitled to monitor any EMPLOYEE'S internet usage and to remove the EMPLOYEE'S access to the internet at its sole discretion.
- 1.2 The EMPLOYEE may not use the internet facility to:
  - 1.2.1 Host or display personal web pages.
  - 1.2.2 Download any documents or images not related to the EMPLOYER'S business.
  - 1.2.3 Access, download or post any documents, images, materials or statements which are prohibited by any legislation or which may reasonably be construed as being undesirable, sexually explicit, profane, obscene, intimidating, defamatory, discriminatory, harassing, racially or religiously prejudicial or which would constitute an infringement of a third party's intellectual property rights (collectively "PROHIBITED MATERIAL").
  - 1.2.4 Subscribe to or participate in chat groups, bulletin boards, news groups or discussion groups not related to the EMPLOYER'S business.
  - 1.2.5 Post or transmit the EMPLOYER'S CONFIDENTIAL INFORMATION, including usernames, passwords, security codes, or service specific information which would assist any person to gain unauthorised access to the EMPLOYER'S COMPUTER SYSTEM, save without the prior approval of MANAGEMENT.
  - 1.2.6 Knowingly introduce viruses into the EMPLOYER'S COMPUTER SYSTEM.
  - 1.2.7 Share personal information of any data subject of the entity obtained as a result of being an employee.
- 1.3 No EMPLOYEE may use another EMPLOYEE'S internet facility unless authorised by MANAGEMENT.

### Email Usage

- 2.1 The email facility must be used for business purposes only.
- 2.2 It is accepted that the EMPLOYEE may receive personal email provided that it is in the form of text messages only and does not include attachments in the form of video clips, executable files, graphic files, etc. It is also accepted that the EMPLOYEE may use the email facility for personal purposes but that the EMPLOYEE'S use as aforesaid is incidental to the business purpose. Any abuse of the email facility by the EMPLOYEE may result in the EMPLOYEE being refused permission to use the email facility for personal purposes.
- 2.3 The EMPLOYEE may not use the email facility to:
  - 2.3.1 Initiate or forward any chain message or other message which asks the recipient to forward the message to multiple other users, unless such message is required for purposes of the EMPLOYER'S business.
  - 2.3.2 Send unsolicited commercial email to persons with whom the EMPLOYER has no prior relationship.
  - 2.3.3 Send or receive email messages, files or attachments in excess of 2 megabytes (or any other size as may be determined/stipulated by MANAGEMENT from time to time), unless required for purposes of the EMPLOYER'S business.

- 2.3.4 Send, download, display or store PROHIBITED MATERIAL. If any PROHIBITED MATERIAL is inadvertently received, the incident must be immediately reported to MANAGEMENT.
- 2.4 No EMPLOYEE may use another EMPLOYEE'S email facility unless authorised by MANAGEMENT.
- 2.5 The EMPLOYEE may not disguise his identity when using the email.
- 2.6 The EMPLOYEE may not alter the "from" line or any other indication of the origin of the email message.
- 2.7 The EMPLOYEE must adhere to the email operating procedures as issued from time to time.
- 2.8 All email correspondence sent or received in which an opinion is expressed or information is requested or given must be saved under Client Data in the applicable client folder in accordance with the procedure for the saving and naming of files on the network OR a hard copy of the email correspondence must be filed in the correspondence file for the particular client.
- 2.9 No EMPLOYEE may express an opinion or bind the EMPLOYER in email correspondence unless approved by MANAGEMENT.
- 2.10 When receiving emails from clients, personal information contained in these emails must be kept confidential.
- 2.10.1 Where possible, emails must be acted upon and deleted as soon as possible,
- 2.10.2 Emails will not be forwarded outside the company unless the client requested this.

### Disclaimer

- 3.1 The EMPLOYEE will ensure that every email message sent contains the disclaimer at the end of such message.
- 3.2 No EMPLOYEE is permitted to alter the content of the disclaimer.
- 3.3 No EMPLOYEE is permitted to change the set-up of the email or the signatory clause at the end of the email message.

### Computer Usage

- 4.1 The IT Consultant is required to carry out all maintenance and support of the EMPLOYER'S COMPUTER SYSTEM. No EMPLOYEE may attempt to repair the EMPLOYER'S COMPUTER SYSTEM, or any part thereof.
- 4.2 The EMPLOYER has licensed or developed certain software for use on its COMPUTER SYSTEM.
- 4.3 So as to ensure that the EMPLOYER complies with its obligations in terms of the software licenses and in order to protect the EMPLOYER'S proprietary interest, no EMPLOYEE may:
  - 4.3.1 Use any unlicensed software on the COMPUTER SYSTEM.
  - 4.3.2 Install any other licensed software on the COMPUTER SYSTEM, save with the prior approval of MANAGEMENT.
  - 4.3.3 Copy the software on the COMPUTER SYSTEM for use on any other computer.
  - 4.3.4 Modify, revise or adapt any software used on the COMPUTER SYSTEM.
- 4.4 The EMPLOYER reserves the right to inspect any COMPUTER SYSTEM used by the EMPLOYEE to ensure that the EMPLOYEE complies with his obligations regarding software.
- 4.5 The EMPLOYEE may not access, download, store, display or post any PROHIBITED MATERIAL on the COMPUTER SYSTEM.
- 4.6 No EMPLOYEE may use another EMPLOYEE'S computer unless authorised by MANAGEMENT.

## Security

- 5.1 Each EMPLOYEE must ensure that their computers are adequately protected against theft and damage. In this regard, any portable computer must be secured by a security cable at the WORKPLACE or at the client's premises.
- 5.2 All EMPLOYEES are responsible for ensuring the security, integrity and confidentiality of all data stored on the local memory of their computer, in particular any client data. In this regard, any flash disk used to store data must be securely kept at all times. If the EMPLOYEE is out of the office for extended periods of time, such EMPLOYEE is required to regularly store such data on the EMPLOYER'S COMPUTER SYSTEM.
- 5.3 If any device is stolen, the employee should report it immediately and steps should be taken to change all access passwords.
- 5.4 Employees should under no circumstances store any information on memory sticks, unless such memory sticks are password protected.

## Virus Protection

- 6.1 The EMPLOYEE must ensure that the latest anti-virus protection software provided by the EMPLOYER has been installed on their computer and is permanently enabled.
- 6.2 If a virus is detected, the EMPLOYEE must immediately notify the IT Administrator.
- 6.3 Access to the Employer's COMPUTER SYSTEM
- 6.4 Only EMPLOYEES who are authorised users may have access to the EMPLOYER'S COMPUTER SYSTEM.
- 6.5 No EMPLOYEE may access, copy, alter or delete the data or files on the COMPUTER SYSTEM, save for the express consent of MANAGEMENT.
- 6.6 The EMPLOYEE is required to keep his username and password confidential and may not disclose it to any other person unless authorised by MANAGEMENT or unless required by the IT Consultant.
- 6.7 No EMPLOYEE is permitted to use any other EMPLOYEE'S username or password to access the COMPUTER SYSTEM, unless authorised by MANAGEMENT.
- 6.8 To assist EMPLOYEES to keep their password confidential, the following standards must be adhered to:
- 6.9 Passwords should not be printed or stored in any manner or form.
- 6.9.1 Passwords should have a minimum length of seven alpha numerical characters and may not be repeated within six changes of each other.
- 6.10 Obvious passwords should be avoided.

## General

- 7.1 The EMPLOYER expects professional and moral conduct from its EMPLOYEES at all times. Accordingly, all EMPLOYEES are expressly prohibited from sending, receiving or downloading material either off the Internet, or through their email addresses, constituting PROHIBITED MATERIAL, whether written, in picture or in cartoon format.
- 7.2 The EMPLOYEE agrees that no email, even if it is addressed to him personally, is considered confidential, nor is his use of the EMPLOYER'S internet, use of the EMPLOYER'S intranet, use of the EMPLOYER'S electronic communication systems or use of the EMPLOYER'S COMPUTER SYSTEMS (including computers owned by the EMPLOYER) considered confidential.
- 7.3 The EMPLOYEE agrees that the EMPLOYER reserves the right to open and read all such communications, to intercept, monitor, filter, block and act upon his use of the email, internet, intranet, electronic communication systems or COMPUTER SYSTEMS (including computers owned

by the EMPLOYER) and, if necessary, to return, re-direct or refer undesirable communication to any third party.

- 7.4 The EMPLOYEE agrees that he will have no claim of any nature whatsoever against the EMPLOYER for any losses, damages, costs or expenses arising out of or in connection with his use of the EMPLOYER'S email, internet, intranet, electronic communication systems or COMPUTER SYSTEMS (including computers owned by the EMPLOYER) for personal purposes and has indemnified the EMPLOYER in respect thereof.
- 7.5 Should any EMPLOYEE breach the terms of this policy, formal disciplinary action will be taken against him and the EMPLOYER may charge the EMPLOYEE concerned with the cost of the usage of the internet/Email facility. Any breach by the EMPLOYEE of the provisions of this policy will be considered by the EMPLOYER in an extremely serious light and may result in the termination of the services of an EMPLOYEE.

#### PROCEDURE FOR THE SAVING AND NAMING OF FILES ON THE NETWORK

- 8.1 The procedure for the naming, saving, referencing and typing of all correspondence, documents and financial statements is set out in this policy.
- 8.2 All EMPLOYEES are obliged to adhere to this policy. Should any EMPLOYEE breach the terms of this policy, formal disciplinary action may be taken against him.
- 8.3 EMPLOYEES are not allowed to save any document, file, correspondence, letter's contract or any other document of any other nature on their local drives.
- 8.4 All documents must at all times be save on the network under a relevant folder created by MANAGEMENT. In the event of a hardware failure, theft or damages to a computer for whatever reason EMPLOYEES will be held personally responsible for the loss of any data that was saved on the local drives and not on the network.
- 8.5 Anything that is filed in the wrong place will be moved or deleted without further notice.
- 8.6 Disciplinary action may be instituted against staff who do not follow this procedure.

## Email Disclaimer

Personal information contained in emails received from clients will only be processed for the purposes obtained as disclosed in our privacy policy. Data subjects who email Nkhulu Group Proprietary Limited notes that even though personal information contained in emails may not be processed, it will be stored on the email server as part of the received email itself. Nkhulu Group Proprietary Limited has safeguards in place to ensure the confidentiality of this personal information.

## Confidentiality Statement

To the management of Nkhulu Group Proprietary Limited.

I, the undersigned Willem Adriaan Smit

1. Will not disclose any confidential information which includes, but is not limited to:
  - (a) The employer's and/or client's and/or customers trade secrets, products, new developments, business methods and techniques.

- (b) The employer's and/or client's and/or customer's discoveries, inventions, devices, improvements, machines and processes, whether designed and/or developed by any employee of the employer.
  - (c) The identity of the employer's clients and customers, together with the contractual relationships between the employer and these clients and customers, which information that is not freely available to the general public, but which the employees obtain as a result of their employment with the employer.
  - (d) Charge-out rates, price lists and pricing structures used by the employer.
  - (e) Any and all financial details of the employer's relationships with its clients, customers, suppliers and business associates.
  - (f) Details of any remuneration paid by the employer to its employees and/or contractors.
  - (g) That information referred to in terms of the Confidentiality Clause specified in the contracts of employment for the whole period of my service to Nkhulu Group (Pty) Ltd.
  - (h) Any other matters which relate to the business of the employer and in respect of which information is not readily available in the ordinary course of business to a competitor of the employer or any person both within and outside of the employer.
  - (i) Any and all personal information of data subjects of the entity as described in the POPI manual.
2. Accept that should I disclose any confidential information (classified as above) I may be subjected to:
- (a) Serious disciplinary action, which may result in the termination of my services; and/or
  - (b) Any appropriate interim interdict launched by the employer against me, restraining me from disclosing, copying and/or using such confidential information, whether for my own benefit or the benefit of any third party of whatsoever nature; and/or
  - (c) Any appropriate damages claim launched by the employer against me for monetary loss and harm caused to the business of the employer by my actions.

---

Willem Adriaan Smit

25 June 2021



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Signature

28 JUNE 2021

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Date

Where you are the responsible party, you need to ensure that there is an agreement in place between you and the operator regarding the data that may be processed by the operator. This agreement will either be in the form of a signed contract, or it may be as simple as accepting the terms and conditions of the operator.

For an example of inclusion in terms and conditions, see those of Dropbox here: [https://www.dropbox.com/business\\_agreement](https://www.dropbox.com/business_agreement)

The other party to the contract may already have wording in place. In this instance you will have to review it to ensure it complies with the following requirements:

- a) It details the information that will be processed, and the reason for that processing;
- b) It confirms the fact that information will only be processed as authorised by the responsible party;
- c) The operator undertakes to treat information confidentially and not disclose it unless required by law or regulations;
- d) The operator undertakes to notify the responsible party immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;
- e) The operator implements safeguards to protect the integrity of, and access to, the data.

The following example wording can be used to create a clause to add to template contracts, existing contracts as an addendum, or in the terms and conditions accepted by clients. It must be edited as necessary:

### **Privacy policy and Data Protection**

The following personal information will be collected and processed in terms of this agreement:

| <b>Personal Information</b>             | <b>Reason for processing</b>                   |
|-----------------------------------------|------------------------------------------------|
| Name, Surname and ID number of employee | To process monthly salary for payroll purposes |
|                                         |                                                |

The information will only be processed for the reasons agreed upon between the Responsible party and the Operator as provided for above. The Operator will not process the information for any other reason or by any other means.

All personal information received as part of providing the services will be treated as confidential. It may happen that information needs to be shared in order to provide the required services, or as requested by laws and regulations.

The responsible party acknowledges that information may be shared as follows:

| <b>Parties information may be shared with</b>     | <b>Reason for sharing information</b> |
|---------------------------------------------------|---------------------------------------|
| providers of services such as IT related services | for storage purposes                  |
| group companies                                   | use of infrastructure                 |
| regulatory bodies                                 | as required by laws and regulations   |

Where information needs to be provided to outside third parties in compliance with laws and regulations, the operator will ensure that a transparent approach is followed unless prohibited by the specific law or regulation that needs to be complied with. This means that requests for information will be communicated to the responsible party as far as possible.

The following security measures are implemented to protect the integrity of, and access to, the data:

Safety measures as per Annexure 8 - Risk assessment and safety measures

Where there is a breach or suspected breach of personal information, the operator will inform the Responsible party as soon as reasonably possible. The following information must be disclosed:

- a) Date of breach;
- b) Extent of breach;
- c) Personal information implicated in breach;

### **Liability of operator**

As per the Protection of Personal Information Act, the responsible party will be held liable for breach of information unless the operator acted outside their mandate. As such it is important that the Responsible party and the Operator discuss indemnities from the operator to be included in the agreement. For example requiring the operator to reimburse the responsible party for any penalty that is imposed on it by the information operator where the breach was due to the negligence or non-compliance of the Operator.