

Employee Policies and Procedures Guide

Human Resources Division

Revision 3

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CAPE TOWN
T: +27 (0) 21 529 5555

The Estuaries
Block C, Oxbow Lane
(Off Century Avenue)
Century City, Milnerton

CENTURION
T: +27 (0) 12 653 0953

48 Oak Avenue
Unit 14
Highveld Techno Park
Highveld, Centurion

JOHANNESBURG
T: +27 (0) 11 540 2640

Growthpoint Business Park
Unit 5, 162 Tonetti Street
Halfway House
Midrand

DURBAN
T: +27 (0) 31 569 9260

7 Nollsworth Crescent
Nollsworth Park
La Lucia Ridge
Umhlanga, Durban

MAURITIUS
T: +2305 252 6983

The Hive
Nouvelle Usine,
Mangalkhan,
Floreal, Mauritius

This document (including but not limited to manuals, policies, procedures, forms) applies to all Employees* of First Technology Investments (Pty) Ltd and any of its Affiliated Companies*(hereinafter referred to as the Employer).

***“Affiliated Company(ies)”** means, in relation to First Technology Investments (Pty) Ltd, a subsidiary of this entity, or any division or operating branch of each subsidiary of this entity and all of its subsidiaries. Including but not limited to:

- Epsidon Management and Marketing Consultancy (Pty) Ltd
- Epsidon Technology Distribution (Pty) Ltd
- IT Certification (Durban) (Pty) Ltd

This list is subject to amendment at the sole discretion of the Employer and will include all affiliates whether listed or not.

***“Employee(s)”** means an employee and/or any member of staff and/or independent contract and/or subcontractor of the Employer and/or any individual or entity involved in the provision of services on behalf of the Employer.

Document History

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Attendance and absenteeism Policy

1. Purpose

The purpose of this policy is to give guidance and to provide a framework for all employees and management to deal with attendance, absence and desertion. Punctual and regular attendance is an essential responsibility of each employee. Any tardiness or absence causes problems for fellow employees and supervisors. When an employee is absent, others must perform the work, which diminishes the productivity of the company as a whole and places unnecessary strain on colleagues. Punctuality makes for coordinated effort. For this reason, we expect you to be at your job and ready to start work when your day begins. This holds true, too, for the end of your lunch period and breaks.

2. Aim

This Attendance Policy aims to ensure that:

- i. All communication channels are open and receptive;
- ii. All employees have an adequate understanding of procedures to follow;
- iii. All managers and supervisors have an adequate understanding of procedures to follow;

3. Tardiness

Tardiness occurs when an employee is not present, and ready to begin working, at his/her workstation at their scheduled time. Tardiness also occurs when an employee leaves work prior to the end of their scheduled shift without prior approval. Extended tea or lunch breaks is also considered as tardiness.

3.1 Policy

Employees are expected to begin their job activities at the designated starting times each day. If employees cannot report to work as scheduled, they should notify their supervisor no later than 30 minutes after their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor. There is a ten-minute grace period. Supervisors will track when this grace period is used in excess, i.e., more than 6 times in one year. Once an employee has used 6 grace period allowances, he or she will forfeit use of a grace period, and any tardiness will result in disciplinary action.

3.2 Tardiness Disciplinary Procedure

3.2.1 Step One

Six occurrences (absences and tardiness combined) in any twelve-month period will be the basis for a discussion between the employee and direct supervisor. The purpose of the discussion is to make the employee aware that he or she has been absent or tardy frequently enough to draw attention and to be certain that the employee understands this policy and the consequences of violation. The discussion will be documented in the employee's personnel file.

3.2.2 Step Two

Any additional tardiness in the same twelve-month period is cause for a verbal warning with documentation in the employee's file. The verbal warning, delivered by the employee's direct supervisor, serves to notify the employee that he or she is in violation of this company policy and that additional occurrences will result in further disciplinary action.

3.2.3 Step Three

The next incident of tardiness to the above in the same twelve-month period will trigger a written warning putting the employee on formal notice of violation as mentioned above. The written warning shall be kept on the employee file for a minimum of six months and no more than twelve months.

3.2.4 Step Four

An additional incident of tardiness to the above steps in the same twelve-month period or while a written warning is on file is seen as a breach of contract and subject to a disciplinary hearing. The hearing could lead to the employee's dismissal.

4. **Absence**

Absenteeism occurs when an employee does not report for their daily duties.

4.1 **Policy**

It is the Employee's responsibility to notify their direct manager or their managers' senior at the earliest possible stage (no later than 2 hours from the appropriate starting time) of any absence from work and to provide full details of the reason for the Employee's absence and the expected duration of such absence. The Employer must be made aware of an employee's absence so that alternative arrangements can be made if necessary. Any absence from work must be substantiated. A manager is entitled to enquire as to the whereabouts of an employee and documentary evidence of such absence may be requested at the sole discretion of management. Should there be more than 1 occurrence in a twelve-month period or should the Employee fail to inform the Employer and/or provide the Employer with this information the Employee will be considered to be absent without leave for the period and will not be entitled to any remuneration for the period of absence and disciplinary action may be taken.

4.2 **Absence Disciplinary Procedure**

4.2.1 Step One

Two occurrences (absences and tardiness combined) in any twelve-month period will be the basis for a discussion between the employee and supervisor. The purpose of the discussion is to inform the employee that he/she has been absent or tardy frequently enough to draw attention and to be certain that the employee understands this policy and the consequences of violation. The discussion will be documented in the employee's personnel file which includes a documented verbal warning placed in the employee's file. The verbal warning, delivered by the employee's supervisor, serves to notify the employee that he/she is in violation of this policy and that additional occurrences will result in further disciplinary action.

4.2.2 Step Two

The next incident of absenteeism to the above in the same twelve-month period will trigger a written warning putting the employee on formal notice of violation as mentioned above. The written warning shall be kept on the employee file for a minimum of six months and no more than twelve months.

4.2.3 Step Three

The next incident of absenteeism to the above in the same twelve-month period will trigger a final written warning putting the employee on formal notice of violation as mentioned above. The written warning shall be kept on the employee file for a minimum of six months and no more than twelve months.

4.2.4 Step Four

An additional incident of absenteeism to the above steps in the same twelve-month period or while a written warning is on file is seen as a breach of contract and subject to a disciplinary hearing. The hearing could lead to the employee's dismissal.

5. Desertion/Absconsion

Desertion or absconsion occurs when an employee is away without authorisation.

5.1 Policy

Should the Employee fail to inform the Employer of their whereabouts for a minimum period of 3 working days, the Employee will be presumed to have deserted their employment and have no intention of returning to work and Disciplinary action **WILL** be taken.

5.2 Absconsion Disciplinary Procedure

5.2.1 Step One

The Employer will endeavour to contact the Employee at the most recent address on the Employee's file, but should the Employer be unsuccessful in this regard a notice to attend a disciplinary hearing will be sent to the Employee inviting them to present the reasons for the absence.

5.2.2 Step Two

A disciplinary hearing will be held using the Disciplinary Guide and Check List in accordance with company policy. If there is no information as to the Employee's whereabouts or if there is sufficient evidence of desertion, a decision will be made to terminate the Employee's services.

5.2.3 Step Three

Should the Employee return to work after his/her employment has been terminated, the investigation will be re-opened. This is to enable the Employer to examine the Employee's reasons for absence. Should there be a valid reason for the absence and for failing to contact the Employer; either reinstatement or termination will be confirmed

6. Conclusion

No disciplinary actions will be taken without the direct involvement of the human resource (HR) department as counsel to management. All warnings will be delivered by the direct supervisor, manager, or HR as circumstances require. Management reserves the right to use its discretion in applying this policy under special or unique circumstances.

Although occurrences will roll off an employee's record after twelve months, habitual offenders may trigger step discipline even though twelve-month old infractions have fallen off, if he or she continues to incur occurrences. Management reserves the right to amend or discontinue this policy at any time.

Access Control Policy

This policy shall only apply to employees where there is an access control system at the Employer's offices.

For safety reasons, it is important for the Employer to know who is in the office building at any given time, specifically in the event of an emergency.

The terms "clock in" or "clock out" both refer to the action whereby an employee uses either his fingerprint, an access tag, access card or any other similar means to gain entry or to exit the office building. This access control system then transmits the information to a database that tracks the Employees' movements entering and exiting the office building.

All employees must clock in at the beginning of the work day and clock out at the end of the work day. Additionally, employees are to clock out at the beginning of lunch breaks or when they have to leave the office building and clock back in when they return.

Employees who do not follow the above procedure will automatically have a leave day deducted from their annual leave entitlement and if no leave is available it will be allocated as unpaid leave and deducted from the Employee's remuneration accordingly.

Employees will be subject to disciplinary action for:

- i. Failure to follow the access control procedure without reasonable justification, and/or
- ii. Any attempt to tamper with the access control system including but not limited to using another employee's access tag or card, and/or
- iii. Allowing any other person to gain access to the office building using the Employee's access tag or card.

If any employee is unable to clock in or out because of a system malfunction, it is the Employee's responsibility to immediately inform his/her manager.

Anti-Competitive Behaviour and Anti-Corruption Policy

The Employee represents and warrants that he:

- i. Has read and understood the below policies, and
- ii. Will adhere to these policies when performing services for The Employer or its customers.

The Employee agrees that the Employer has the right at all times to monitor compliance with this policy. The Employee further agrees to make available for review the relevant documents, records and resources in connection with the services provided by the Employer upon reasonable prior notice.

1. Anti-Competitive behaviour

The Employer does not engage in or condone any anti-competitive behaviour in relation to any services provided by it. Anti-competitive behaviour means any:

- i. Communication (by any means, whether electronic, written, verbal or otherwise), and/or
- ii. Agreement (by any means, whether formal, informal, contractual, non-contractual, written or verbal), and/or
- iii. Other form of co-ordination or co-operation,

With any competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable competition laws.

2. Anti-Corruption Policy

The following policies establish principles for the business conduct of employees, regardless of their geographical location. Where a local law differs from any of the policies, either the policy or the local law, whichever sets the higher standard will apply.

3. Anti-Bribery

In plain language bribery means: paying money, promising to pay money, authorising to pay money, or offering or promising anything of value to a person in a strategic position in order to unduly influence the judgement or conduct of that person.

In legal terms bribery means to offer, promise or give, whether directly or through intermediaries, any undue pecuniary or other advantage to a public official, political candidate, party, party official, a private sector employee or any other individual (each a “recipient”), for that recipient’s benefit or for the benefit of a third party, so that:

- i. The recipient acts or refrains from acting in relation to the performance of official or fiduciary duties, and/or
- ii. The recipient obtains or retains business or any other improper advantage in the conduct of its business, and/or
- iii. The recipient receives any unfair advantage under any circumstances whatsoever.

The Employer and any employee acting on behalf of the Employer will not engage in the bribery of any public official, political candidate, party, party official, private sector employee and/or any other individual.

In addition, the Employer and employees cannot use third parties (i.e. agents, subcontractors and intermediaries) to channel payments to any person or persons, including public officials, on their behalf.

4. Political Contributions

A political contribution (also referred to as political donation) is usually defined as a contribution made to a politician or a political campaign or a political party. This includes monetary payments made directly or indirectly (i.e. through an acquaintance or any other intermediary), and contributions in-kind.

The Employer prohibits political contributions in any form made by or on behalf of the Employer. Personal contributions by employees or by Employer Service Providers may be made if they are not made with the intention or result of directly or indirectly benefiting the Employer and if none of the Employer funds are involved.

In addition, the Employer and employees cannot use third parties (i.e. agents, subcontractors and intermediaries) to make political contributions on their behalf.

5. Interaction with third parties

The term third party refers to agents, subcontractors, intermediaries and all other employer counterparts and the counterparts of Employer Service Providers to whom certain business activities are outsourced and which are acting directly or indirectly on the Employer's behalf.

The use of third parties such as agents, subcontractors, intermediaries and consultants which are acting directly or indirectly on the Employer's behalf for acts of bribery or any other illegal acts is prohibited.

6. Anti-Corruption requirements

The Employer is fully committed to the highest standard of behaviour and integrity and complies with all laws and regulations governing its operations. The Employer expects all its employees, agents, Service Providers and anyone else doing business on behalf of the Employer, to strictly follow any applicable Anti-corruption laws and the Employer Anti-Corruption Policy.

Communications Policy

This policy defines the rules concerning employees' direct and indirect access to and use of the Employer's telecommunication system, which include telephones, computers (including associated software, files and data), e-mail and the Internet.

The creation of this policy is necessary to ensure that the Employer and its employees do not commit any criminal offences or breach any laws including data protection legislation.

Persistent or flagrant breach of this policy may result in disciplinary action or dismissal.

Employees are advised that e-mails, Internet access and telephone calls are monitored at the discretion of the Employer.

1. Telephones

Telephone management is an extremely important part of our customer service philosophy. All telephone calls must be answered promptly within the first 3 rings.

2. Personal Calls

The Employer acknowledges that the Employee may need to use the phone for personal matters from time to time. We do however, expect that the Employee will keep this to a minimum and keep calls as short as possible. Should an employee use the phone excessively for personal use, disciplinary action will be taken.

3. Telephone Management System

Detailed reports are printed on a monthly basis. Line managers discuss these reports with their teams in order to highlight any problems. The reports list all numbers dialed, the date, duration and cost of the call.

The cost of excessive personal phone calls may be deducted from employees' salaries.

Company Transfers Policy

The Employee agrees that he may be transferred from department to department or from workplace to workplace or from division to division of the Employer or within the Affiliated Companies of the Employer, subject to reasonable prior notice on the basis of operational requirements and or any other legitimate reason determined by the Employer from time to time.

The Employee should note that any intra group transfer will occur automatically between branches and/or divisions and/or departments on the same terms and conditions as contained in the Employee's employment agreement. The job description and remuneration may vary at the Employer's discretion.

Subject to the Employee's provision of his/her services to the Employer and/or the group being uninterrupted, should the Employee be subject to any intra group transfer his/her years of service that have already accrued will be deemed to have been continuous and will not be affected by any such intra group transfer, and/or (where applicable) the conclusion of a new contract of employment with another company forming part of the group.

Confidentiality and Restraint of Trade Policy

1. Policy

It is recorded that the Employee, by virtue of his association with the Employer has and will come into possession of and has had and will continue to have access to the Employer's character and needs of clients and suppliers, trade secrets and confidential information including, *inter alia*, without limiting the generality of the foregoing, the following matters, all of which are hereinafter referred to as "the trade secrets":

- 1.1. processes and techniques, technical detail, know-how, method of operating, cost and source of products, services, pricing and administration policies;
- 1.2. names of clients and potential clients of the Employer or of the Employer's affiliates (including potential clients of the Employer or its affiliates with whom the Employer and/or its affiliates has not yet contracted, but intends contracting for the purpose of doing business) and the needs and requirements of such clients;
- 1.3. the names of and financial arrangements between the Employer and/or its affiliates and suppliers of products, services, information, hardware and software products and finished goods;
- 1.4. knowledge of and influence over the Employer's and/or the group's clients;
- 1.5. the contractual arrangements between the Employer and/or any affiliate and its/their business associates;
- 1.6. the financial details of the Employer's and/or any affiliate's relationships with its/their associates;
- 1.7. the financial details (including credit and discount terms) relating to the Employer's and/or any affiliate's clients;
- 1.8. the design and function of any software and/or hardware used by the Employer and/or any affiliate;

- 1.9. details of the Employer's and/or any affiliate's financial structure and operating results;
- 1.10. details of the Employer's and/or any affiliate's business operations, strategic planning and positioning and policy considerations;
- 1.11. details of the remuneration paid by the Employer and/or any affiliate to its/their various employees and/or consultants and their duties;
- 1.12. Other matters which relate to the business of the Employer and any affiliate and in respect of which information is not readily available in the ordinary course of business to a competitor of the Employer or such affiliate.

2. The Employee acknowledges and agrees that:

- 2.1. the trade secrets have considerable value to the Employer and to the group;
- 2.2. he has been and will be given access to the trade secrets in order that he may carry out the duties that he was appointed to perform;
- 2.3. the duties imposed upon him by virtue of his association with the Employer include, without limitation, a duty of trust and confidence and to act at all material times in the best interests of the Employer and the group;
- 2.4. the disclosure of any of the trade secrets to any client or actual or potential competitor of the Employer or any affiliate would place the Employer and such affiliate at a serious competitive disadvantage and could cause immeasurable (financial and other) damage to the business of the Employer and such affiliate;
- 2.5. if, once his association with the Employer is terminated, he was to hold any material interests (financial and/or other) in an actual or potential competitor of the Employer or an affiliate, the Employer and/or such affiliate would be placed at a serious competitive disadvantage and could be caused immediate damage (financial and other) to its/their business;
- 2.6. each of the restraint undertakings set out in this policy is reasonable as to its subject matter, geographical area, period, capacity and type of activity; and are reasonably necessary to protect the proprietary interests of the Employer and each of the affiliates in the trade secrets and the restrained business; and
- 2.7. the provisions of this policy shall be construed as imposing a separate and independent restraint in respect of:
 - 2.7.1. The Employer and each of the affiliates, their respective successors-in-title and assignees;
 - 2.7.2. each of the months falling within the restraint periods referred to herein;
 - 2.7.3. each of the magisterial districts in the territory;

- 2.7.4. every activity falling within the ambit of the restrained business; and
- 2.7.5. every capacity, in relation to a restrained business, in which the Employee is prohibited from acting in terms of this policy
- 2.8. The restraints contained in each of the sub-clauses of 3 shall, notwithstanding that they have been grouped together or linked grammatically, be separate, divisible and severable from each other so that, if any such restraint is or becomes unenforceable for any reason whatsoever, then that restraint shall be severable and shall not affect the validity of any other restraint contained in sub clause 3 or to which the Employee may have agreed.

3. Restraint Undertakings

3.1. Against Disclosure or Use of Information

The Employee shall not, while he is associated in any capacity with the Employer or the group and for a period of 1 year from the termination date, either directly or indirectly, use for his own benefit, or to the benefit of any other person, and shall keep confidential and not disclose, any of the trade secrets or confidential business information of the Employer and/or any affiliate other than to those persons connected with the Employer or any affiliate, who are required to know those secrets or to have that information.

3.2. On Pirating Fellow Employees

The Employee shall not, while he is associated in any capacity whatsoever with the Employer or any affiliate and for a period of 1 year from the termination date, either for his own account or as representative or agent for any third party, persuade, induce, encourage, procure or consult any employee engaged by the Employer or any affiliate:

- 3.2.1. to become employed by, or have an interest either directly or indirectly in any manner whatsoever, in any business which is in competition with the restrained business; or
- 3.2.2. to terminate his employment or association with the Employer or any affiliate (as the case may be); or
- 3.2.3. To furnish any information or advice, acquired by that employee or consultant as a result of his association with the Employer or any affiliate (as the case may be), to any unauthorised person.

3.3. On Approaching Licensors, Suppliers and Clients

The Employee shall not, either for his own account or as a representative or agent for any third party, while he is associated in any capacity whatsoever with the Employer or any affiliate and for a period of 1 year from the termination date, persuade, induce, encourage, procure or solicit any licensor or supplier or client of the Employer or any affiliate to:

- 3.3.1. terminate its license and/or supply and/or other agreement with the Employer or such affiliate; or
 - 3.3.2. enter into a license and/or supply and/or other agreement with the Employee, any other third party or entity; or
 - 3.3.3. require any license and/or supply and/or other agreement with the Employer or any affiliate to be altered to terms and conditions less advantageous to the Employer or such affiliate (as the case may be); or
 - 3.3.4. Purchase any products supplied by the Employer or any affiliate at the termination date from a competitor of the Employer or any affiliate.
- 3.4. On Employment or Association
- 3.4.1. On the basis of the acknowledgements contained in clauses 1 and 2, the Employee agrees that it is fair and reasonably necessary for the protection of the Employer's and/or any affiliate's business and proprietary interests that he should be restrained from competing with the Employer and the group for a reasonable period.
 - 3.4.2. The Employee accordingly undertakes not, unless otherwise agreed to by the Employer in writing, at any time while he is associated in any capacity with the Employer, and for a period of 1 year after the termination date, to be interested or engaged, whether directly or indirectly, and whether as proprietor, partner, shareholder, member, director, employer, employee, executive, agent, consultant or otherwise, in any firm, business or undertaking which carries on any activity, either solely or in conjunction with any party, that constitutes the restrained business or a part thereof.

4. General

- 4.1. For the purposes of this clause, the terms "successors-in-title and assignees" shall include, without limiting the generality of the foregoing, any person, firm company, close corporation or association of persons who or which acquires:
 - 4.1.1. the whole or part of the goodwill of the Employer or the group (as the case may be) including the subsidiaries of their respective businesses; and
 - 4.1.2. By cession the right to enforce the restraints embodied herein.
- 4.2. The Employee agrees that the undertakings furnished in terms of this policy are given to each of the entities which form part of the group on its behalf and for the benefit of its successors-in-title and assignees. Accordingly, the provisions of this policy shall be construed as separate stipulations in favour of each of these entities, its successors-in-title and assignees, each of which shall be capable of accepting the rights conferred by this policy at any time by giving written notice to that effect to the Employee.
- 4.3. The provisions of this policy shall not be construed as prohibiting the Employee from acquiring or holding, in the ordinary course of his investment activities, not more than 5% of the issued ordinary share of any

entity that is listed on any generally recognised stock exchange, even if such an entity carries on the restrained business; provided that the Employee, either alone or in conjunction with others, does not exercise de facto control over any such entity.

- 4.4. To the extent that the Employee would, in due course be found by a competent Court of Law to have breached the terms of this clause, the Employer shall be entitled to claim interim interdictory relief and thereafter to institute action for the recovery of any damages which might have been sustained by it in this regard.
- 4.5. It should be noted that the contents of this policy shall only extend to the group and/or the Employers affiliates where such employee by virtue of their employment have been exposed to confidential information and/or trade secrets and/or any other protectable interest of the group and /or the Employers affiliates.

The provisions of this policy are in addition to the restraint and confidentiality undertakings contained in the Employee's employment agreement.

Disclaimer/Indemnity against loss Policy

The Employer does not accept any responsibility and/or liability for any harm and/or damage and/or loss suffered by any person and/or entity arising from any cause whatsoever whilst on the Employer's premises.

Cars are parked on the Employer's premises is entirely at the owner's sole risk.

Dress Code Policy

1. Purpose

The purpose of the Dress Code Policy and personal appearance standards is for staff to present a professional, fresh, and neat appearance. Experience has proven that a professional standard of dress promotes the image of the company's services and the credibility of the institutions.

2. Guidelines

Good personal hygiene and personal habits are also vital in maintaining professional appearance standards.

The details regarding body piercings in this policy form more of a guideline for our employees rather than a strict regulation as we are aware of, and sensitive to, cultural and religious factors that may have an impact on this matter.

Employees are expected to demonstrate good judgment and professional taste. Your professional image to customers and courtesy to colleagues should be the factors that are used to assess that you are dressing in business attire that is appropriate.

- 2.1 The following guidelines indicate attire that should be considered inappropriate for a professional environment:

2.1.1 Female staff members

- i. Un-natural hair colours (blue, pink, or green etc.)
- ii. Clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear
- iii. Short, tight skirts/dresses (shorter than 5 cm above the knee)
- iv. Torn, wrinkled, dirty, frayed or faded clothing
- v. Any clothing that has words, terms, or pictures that may be offensive to other employees
- vi. Flip flop sandals
- vii. Jeans with holes (skirts, jackets or pants)
- viii. Crop tops
- ix. Leggings or jeggings

2.1.2 Male staff members

- i. Torn, wrinkled, dirty, frayed or faded clothing
- ii. Any clothing that has words, terms, or pictures that may be offensive to other employees
- iii. Flip flop sandals for men
- iv. Jeans with holes

2.2 The following guidelines indicate attire that should be considered appropriate for a professional environment:

2.2.1 Female staff members

- i. Open sandals with a heel are acceptable
- ii. Dress and skirt length should be at a length at which you can sit comfortably in public
- iii. Long/short sleeve shirts and blouses
- iv. Long or knee high skirts/dresses (Not shorter than 5 cm above the knee)
- v. Formal or smart casual trousers/pants

2.2.2 Male staff members

- o Long/short sleeve shirts
- o Formal or smart casual pants
- o Smart shoes
- o Formal suits

2.3 Friday Smart Casual Day

Smart Casual wear may be worn on Fridays, except where formal wear is required at meetings. The following guidelines indicate attire that are acceptable:

2.3.1 Female Staff members

- i. Jeans and Casual tops – no torn or frayed jeans
- ii. Sneakers and Sandals

2.3.2 Male Staff members

- i. Jeans and Golf Shirts – no torn or frayed jeans
- ii. Sneakers

3. Responsibility:

It is the responsibility of staff to exercise good judgment when choosing clothing and it is the responsibility of management to lead by example as it is impossible to define every example of what is permitted and not permitted.

4. Conclusion:

Employees who wear business attire that is deemed inappropriate in the workplace will be dealt with on an individual basis and will be sent home. Progressive disciplinary action may be applied.

Drugs and Alcohol Policy

1. Purpose

The Employer recognises that the presence in the workplace of persons who are under the influence of alcohol or drugs constitutes a safety risk to themselves and others, and that such persons may also have a detrimental effect on the high standards of performance and conduct expected by the Employer. The purpose of this policy is to ensure a working environment that is free of alcohol and drug abuse.

The Employer aims to form a drug and alcohol free working environment in order to:

- i. Ensure that Employees perform their job functions efficiently and effectively;
- ii. Minimize the impact of drug and alcohol abuse on productivity and the impact on fellow employees;
- iii. Promote employees wellbeing, health and safety.

2. Principles

The Employer will not tolerate any Employees being under the influence of intoxicating substances during working hours or while on the Employer's premises or during the course of performing their duties. Employees who are under the influence of intoxicating substances will be prevented from entering the workplace and will be sent home.

The Employer will not tolerate employees dealing in and/or using/abusing intoxicating, illegal or addictive substances at work. Employees who do not comply with this policy will be subject to disciplinary action which may result in termination of employment for the first offence.

3. Testing**3.1 Pre-employment Testing**

Appointment of a new employee may be conditional on the applicant returning a negative drug test.

3.2 Post-Accident/ Incident Testing

Employees may be tested for the presence of drugs and/or alcohol when they are involved in an incident or accident where their actions may have contributed to the event. Certain serious incidents will result in mandatory testing.

3.3 Reasonable Cause Testing

Employees may be tested for the presence of drugs and/or alcohol where their actions, appearance, behaviour or conduct suggests drugs and/or alcohol may be impacting on their ability to work effectively and safely.

3.4 Random Testing

Un-announced random testing may be taken periodically as a deterrent to drug and alcohol misuse. A randomly selected number employees will be notified that they are required to avail themselves participate in a drug and alcohol test. The aforementioned randomly selected Employees will be provided with a date and time when the drug and/or alcohol test will be conducted.

4 **Positive Test Result**

Disciplinary action will apply to employees who test positive for being under the influence for drug and/or alcohol. The Employer will select one of the following option for its employees:

- i. For the first positive test results the employee may be offered the opportunity to be referred to go for rehabilitation/counselling. This option is at the discretion of the Company.
- ii. If rehabilitation is not offered, the serious misconduct procedures will apply and the disciplinary process may include termination of employment.
- iii. If rehabilitation is offered and the employee refuses rehabilitation, the serious misconduct procedures will apply and the disciplinary process may include termination of employment.
- iv. If the employee test positive for the second time, the serious misconduct procedures will apply and the disciplinary process may include termination of employment.

5 **Rehabilitation/Counselling**

The Employer may assist with counselling for employees either voluntarily asking for assistance or testing positive for drugs and/or alcohol for the first time under this policy.

5.1 Voluntary

Employees may be offered the opportunity to go for rehabilitation/counselling. Voluntarily rehabilitation/counselling may not be an option for employees to consider after they have been tested positive for a drug and alcohol test post-accident, for reasonable cause testing or randomly selected testing.

5.2 Company referred

Employees returning a positive test for the first time under this policy, may be given the opportunity to go for counselling through an external service provider that has been appointed by The Employer. Failure to take part or complete counselling will result in disciplinary action which may include termination of employment. The Employer reserves the right not to offer counselling in situations where it can justify taking disciplinary action including termination of employment.

5.3 Assistance plan

An assistance plan will be agreed with the employee. This will include the time period of the plan and if the employer will fund for counselling. Should the employee choose to be admitted into a rehabilitation center, the following will apply:

- I. It would be at own cost of the employee.
- II. The employee will be obliged to produce a medical certificate from a registered Medical Practitioner as proof.
- III. Days taken will be deducted from sick leave. If no sick leave days available, days taken will be deducted from annual leave or as unpaid leave.

5.4 Follow-Up Testing

The employee will be subject to undergo unannounced follow-up drug and/or alcohol tests. Should the employee test positive at any given time during the course of his/her employment, he/she will be subject to disciplinary action which may result in termination of employment for the first offence.

6 **Refusal to undergo test**

Where an employee refuses to undergo a test, he/she shall be subject to disciplinary action which may result in termination of employment for the first offence.

7 **Company Functions and Customer/Supplier/Vendor Lunches**

The only circumstances in which alcohol may be permitted and/or consumed on the Employer's premises is in pre-authorised circumstances e.g. a work-related celebration and not in excessive quantities.

Employees are expected to behave in a professional manner at all Company functions. Unprofessional conduct at such events, whether as result of alcohol/drugs or not, will lead to serious disciplinary action.

8 **Use of prescribed or pharmaceutical medication**

The use of prescribed and over-the-counter drugs which may adversely affect the performance or behavior of the Employee must be communicated to the manager upon reporting for duty.

Due Care of Company Assets Policy

The Employee will be held responsible for loss or damage to Company assets while on or off the Employer's premises as a result of negligence or through any fault of their own.

Employee Conduct Policy

It is an implied term of every Contract of Employment that an employee must not conduct himself improperly while carrying out his duties.

1. **Work to be performed**

In terms of the contract of employment, an employee undertakes to work for and on behalf of the Employer (i.e. place his labour potential to perform certain tasks at the disposal of the Employer). The scope of work to be performed by an Employee is determined with reference to the employment agreement and the operational requirements of the Employer from time to time.

All work must be performed and undertaken: in good faith, at the highest level of competency, using best efforts, in accordance with industry standards, and with the highest degree of care and skill.

The Employee should at no time cause the Employer any reputational and/or other damage as a result of their behaviour or actions.

2. **Subordination: the obligation to obey orders**

In terms of the contract of employment and the contents of this policy, the Employee tacitly binds himself to obey all lawful and reasonable instructions given by the Employer and management in connection with his employment.

Failure by an employee to follow reasonable lawful instructions and/or to obey a direct order will result in disciplinary action being taken as such conduct amounts to gross insubordination. Any disciplinary action taken may result in dismissal.

3. Obligation to act in good faith

An employee may not use, or divulge for his own benefit or the benefit of a third party, confidential information obtained as a result of his employment.

The Employee's duty to the Employer to act in good faith also implies that the Employee must further the business of the Employer. This duty has various facets, namely:

- i. The Employee must devote their ordinary working hours to the Employers business,
- ii. The Employee may not work for another employer or himself at the same time, without written permission from the Employer,
- iii. The Employee may not use the Employer's facilities or time for purposes other than the legitimate business of the Employer,
- iv. The Employee may not compete with the Employer (whilst in its employment),
- v. An employee may not be dishonest with regard to the affairs of his employer (e.g. fraud, theft or receiving secret commission while doing the work of the Employer).

4. Pre-emptive resignation

The Employee is entitled to resign prior to the commencement of any disciplinary action. Notwithstanding the outcome of any disciplinary action the Employee is entitled to submit his resignation prior to attending any disciplinary action and understands that disciplinary proceedings will not be pursued against the Employee in such instance. This will not in any way detract from the Employer's right to pursue criminal and/or civil action against the Employee for actions committed by the Employee while in the employ of the Employer.

5. Professional Conduct

Dealings with any member of the public, particularly customers, associate companies and suppliers shall be courteous and professional at all times. Employees are expected to uphold the highest level of customer service at all times. The term "customer" will be interpreted broadly in this case to include any person who has the potential of becoming a customer of the Employer. One should not forget that other employees are internal customers and therefore this rule applies to the Employee's colleagues.

This rule is fundamental to our philosophy of delivering outstanding customer service.

4. Client/Supplier Lunches

Lunches are, in effect, meetings – this means they should be kept to an appropriate length of time. It is seldom, if ever, necessary to spend many hours at a lunch meeting. Remember, customers / suppliers are also busy.

5. Gifts and Entertainment

Please refer to a separate Gifts and Entertainment policy in this guide.

5.1 Incentives:

5.1.1 Sales Incentives offered by the Employer

These incentives are not considered as or treated as gifts. The following rules will apply to these incentives:

- i. All Incentive Programmes, irrespective of the amount payable, will be processed through the normal monthly payroll. No Gift Vouchers or Cash payments will be made to any employee.
- ii. Programmes will be designed and implemented by the Employer in its sole discretion.
- iii. Any sale below cost or incentive price will not qualify for any Incentive payment, unless otherwise authorised by the Branch Manager.
- iv. Any orders processed after the cut off dates of the incentive programme will not qualify for incentive payment.

5.1.2 Sales Incentives offered by Vendors/Suppliers

These incentives are not considered and treated as Gifts, provided that it is set up, introduced, managed and paid for by the Vendor/Supplier.

Product Managers should present proposed incentives to Management for prior approval. It should be noted that incentives may attract tax implications to the individual in line with the requirements of the Income Tax Act. The onus is on the Employee to declare such incentives when completing their personal tax returns.

Expense Claim Policy

All expenses must be claimed on the formal Expense Claim form and must be supported by invoices/stubs/distances travelled for business.

Employees are responsible for bearing all costs related to their wife/partner/family accompanying them on travels, unless it is an approved business function. All claimable expenses in terms of this policy are subject to prior approval by the Employer.

Financial Assistance Policy

The Employer does not grant salary advances and/or loans and/or financial assistance of any kind.

Financial Assistance will only be granted to an employee at the sole discretion of the CEO in the event of an emergency or dire distress.

The Employee will be required to sign an acknowledgement of debt, the terms of which are non-negotiable, prior to any financial assistance being provided by the Employer. The onus lies on the Employee to ensure that the applicable acknowledgment of debt is signed prior to financial assistance being provided. Failure to comply with

this policy shall authorise the Employer to deduct such funds from the Employees remuneration at its sole discretion.

Gifts and Entertainment Policy

The Employer has many suppliers and customers, who are vital to the Employer's success in the market. That is why relationships must be based entirely on sound business decisions and fair dealing.

In our society, gifts and entertainment have long played a role in building business and personal relationships. Employees need to be careful, however, not to give or accept gifts or entertainment that could appear to improperly influence a business relationship or decision.

"Gifts and entertainment" means anything of value, and includes discounts, loans, cash, favourable terms on any product or service, services, prizes, transportation, use of another company's vehicles or vacation facilities, shares or other securities, participation in share offerings, home improvements, tickets to sporting or musical events, and gift certificates.

The purpose of this policy is to protect both the Employer and the Employee from allegations of misconduct, by upholding proper ethical behaviour within our various business relationships.

1. Receiving Gifts and Entertainment

The receiving of gifts and entertainment from suppliers and customers is acceptable when based on a clear business purpose, is in good taste and is not excessive in value or frequency.

1.1 Usually OK

Some gifts and entertainment are small enough that they do not require prior approval for acceptance. Gifts or entertainment with a combined market value of R1,000 or less from any one source in a calendar year fall in this category (as long as they do not fall into the "Always Wrong" category below). The following gifts and entertainment do not require prior approval for acceptance provided that the same does not exceed R1,000 in value from a single source in a calendar year:

- i. Occasional meals with a business associate,
- ii. Reasonable sports, theatre and other cultural events,
- iii. Other reasonable and customary gifts and entertainment.

Similarly, accepting promotional items of nominal value, such as pens, calendars, and coffee mugs which are given to customers in the normal course of business, does not require approval.

Managers must take care in accepting gifts, which to the rest of the Employees would appear excessive.

1.2 Always wrong

Other types of gifts and entertainment are simply wrong, either in fact or in appearance, and are never permissible or capable of approval. Employees may never:

- i. Accept any gift or entertainment which is illegal or may result in any violation of the law,
- ii. Accept any gift of cash or cash equivalent (such as gift certificates, loans, and share options),

- iii. Accept or request anything as a “quid pro quo”, or as part of an agreement to do anything in return for the gift or entertainment,
- iv. Participate in any activity that the Employee knows would cause the person giving the gift or entertainment to breach his or her own employer’s standards,
- v. Accept or provide any gift or entertainment to any government official or individual employed in the public sector.

Excessive entertainment of any sort is unacceptable.

1.3 Prior consent required

For gifts and entertainment that do not fit into categories 1.1. and 1.2. above, Employees will need written approval from their Departmental Head or manager. Examples in this category include the following, when paid by a current or potential supplier or customer:

- i. Gifts and entertainment from a single source with a fair market value exceeding R1,000 per annum,
- ii. Special events – such as a World Cup match (with a total value of more than R1,000 where travel and accommodation are involved),
- iii. Travel or entertainment lasting more than a day.

In determining whether to approve a gift or entertainment, Departmental Heads or managers will use reasonable judgment and consider such issues as:

- i. Whether the gift or entertainment would be likely to influence objectivity,
- ii. Whether there is a business purpose,
- iii. What kind of precedent it would set for other employees,
- iv. How it would appear to other employees or people outside of the Employer’s business.

Gifts, favours and entertainment received should be reciprocated over a reasonable period. Employees should endeavour not to be in anyone's "debt" for favours received.

Should a courtesy involve travel outside an employee's geographical area or overnight accommodation, this would require the appropriate management approval.

Meals paid for, or provided, by an individual or company with which the Employer conducts or may conduct business, may be accepted on an infrequent basis.

2 **Offering Gifts and Entertainment**

Using good judgment and moderation in occasionally exchanging entertainment or gifts of a nominal value with a non-governmental individual or entity is appropriate, unless the recipient’s employer forbids the practice. Any courtesy should always comply with the policies of the recipient’s organisation.

To offer a gift over R1,000 (or multiple gifts totaling R1,000 in any calendar year), requires specific, prior written permission from the Employee’s Departmental Head.

Kickbacks - anything of value provided directly or indirectly for the purpose of improperly obtaining or rewarding favourable treatment - are not to be given in any form.

The normal approval processes, in respect to expenditure, must be followed when giving a gift or courtesy, i.e. obtaining the authority of the Departmental Head.

Laws and regulations relating to gifts and entertainment to public sector employees must be observed.

An Employee may never offer or provide a gift, entertainment or anything of value if it is:

- i. Illegal,
- ii. Known to be in breach of the rules of the recipient's organisation,
- iii. Cash or other monetary instruments (such as bank cheques, traveler's cheques, money orders, investment securities or negotiable instruments),
- iv. Unsavoury, sexually orientated, or otherwise violates The Employer's commitment to respect and decency,
- v. A "quid pro quo" (offered for something in return),
- vi. A gift over R1,000 – unless presented in a public presentation making it clear that the recipient is being given the gift, for example, pursuant to a sales incentive program that is known and acceptable to the recipient's employer.

3 Recording of Gifts and Entertainment

Each branch must establish a gifts and entertainment register in which to record gifts, entertainment and favours received over a value of R1,000. This register should be monitored on a regular basis and serves as protection for the Employer and the Employee.

Where a substantial gift or entertainment has been offered, prior management approval must be obtained before it can be accepted. Gifts and entertainment extended to Employees of the Employer may differ according to the seniority of the Employee. In all cases full disclosure must be made and if the value exceeds R1,000, approval must be sought in advance.

The purpose of the gifts and entertainment register is to protect Employees from allegations of misconduct, in that their actions have been declared and are openly known to management.

4 Unacceptable Gifts and Entertainment

Employees and managers should try to anticipate and avoid situations that might lead to an offer of an unacceptable gift or entertainment.

However, when management determines that a gift or entertainment offered to an Employee is excessive or should not be accepted, or if already received should not be retained, one of the following options must be selected:

- i. The Employee or manager should politely decline the gift or entertainment at the time it is offered and explain that the Employer policy prohibits its acceptance, or
- ii. The Employee or manager may accept the gift or entertainment initially, on behalf of the Employer and then return it to the donor with a polite written explanation that the Employer policy prohibits its retention.

Any gift of cash or cash equivalent such as a bank cheque, money order, investment securities or negotiable instrument must be returned immediately.

Grievance Procedure

1. Purpose

The purpose of this policy is to give guidance and to provide a framework for all employees and management to deal with grievances raised effectively, and at the earliest possible stage. Unresolved grievances may be damaging to the morale of employees and the effective operation of the Employer. A Grievance policy and procedure is necessary to eliminate the possibility of any detrimental effects arising out of unresolved grievances.

2. Aim

This Grievance Policy aims to ensure that:

- i. All communication channels are open and receptive;
- ii. All employees have an adequate opportunity to express their grievances;
- iii. Grievances are resolved timeously and fairly by adopting a problem solving approach and implementing any appropriate corrective action necessary.

3. Grievance Guidelines

1.1 The Objects and Purposes of The Grievance Procedure

Usually a grievance procedure is initiated when, within the day-to-day work situation of an employee, an incident has occurred or the employee's position is such that he/she is left with a general feeling of dissatisfaction or sense of injustice. The rationale of such a procedure being that if this type of issue is not given formal consideration by management and remains unresolved it may lead to a dispute between the Employer and employee or group of employees.

If an individual grievance is not dealt with timeously and fairly the employee may well become disgruntled, demotivated, disloyal and even disobedient. The sensitive grievance which is a perceived problem related to issues such as discrimination (for example racial, sexual, etc.) or harassment by fellow employees or superiors must be attended to with the utmost sensitivity. Failure to do so may result in the Employer being liable under the Employment Equity Act, civil litigation or even criminal prosecution. The costs of such proceedings in terms of money and time are extensive and must be avoided.

With the above in mind it becomes clear that an effective Grievance Procedure is essential. However the purpose of the Grievance Procedure must not simply be seen as a reactive measure to avoid disputes and excessive costs.

The Grievance Procedure must also be seen as a proactive approach aimed at creating an environment that is seen as just and fair. The purposes of the Grievance Procedure are summarised below:

- i. It creates awareness of employee problems or of problem areas, which should be subjected to further investigation.
- ii. It emphasizes management concern for the wellbeing of employees.
- iii. It renders disciplinary procedures more acceptable, since employees also have a means of objecting to management performance / behaviour.
- iv. It prevents disputes from arising.

- v. It prevents excessive costs in terms of time and money if grievances are effectively dealt with internally.

4. Policy

The objects and purposes of the Grievance Procedure will only be achieved if it functions effectively and is properly utilized. In light of the above, the Employer is committed to ensuring that:

- i. Employees are aware of the opportunity to express grievances.
- ii. Employees feel free to express their grievances without the fear of victimisation or intimidation or prejudice to their employment relationship.
- iii. Employees are encouraged to use the procedure, but also warned not to abuse it with false grievances. If a grievance is found to be contrived or false there could be disciplinary action taken against the employee.
- iv. Sensitive grievances are dealt with in a private and confidential manner.

In accepting this policy, the Employer gives commitment to the following:

- i. The resolution of all grievances timeously.
- ii. Recognising the employees' right to be represented by a fellow employee if he/she wishes to do so.
- iii. Ensuring that Management handles grievances with the Human Resources department acting in an advisory capacity.
- iv. Creating an environment in which an employee may lodge a grievance without fear of being victimised or prejudiced.
- v. Ensure that all grievances are handled in a confidential manner.
- vi. Ensure that each step in the procedure shall be subject to the stipulated time limits, unless otherwise determined by the parties through mutual agreement.

5. Grievance Procedure

1.1. Identification and Preliminary Investigations

Employees must be informed of their rights to lodge a grievance and where the applicable Grievance Application Form can be obtained. All grievances may be lodged with the direct superior, or an alternative superior, or the Human Resource Department if the employee feels more comfortable doing so.

No employee may leave his/her normal place of work or engage in any grievance discussion without prior permission from a superior or the Human Resource Department, and such permission shall not be unreasonably withheld. Assistance must be offered if necessary by the superior in lodging such a grievance and completing the Grievance Application Form.

The superior must consider the nature and type of the grievance lodged and based on this assessment make a decision as to the best grievance resolution procedure to follow. The mild grievance can be dealt with via the informal investigation route, however a serious grievance and sensitive grievance requires a formal hearing. The appropriate procedures to follow are discussed below.

1.2. Definitions – which procedure to use

1.2.1. The Mild Grievance

This type of grievance does not involve a dispute of facts or require that evidence be heard to understand the nature of the grievance. The superior can easily ascertain the nature of the problem and feels that he/she is capable of resolving the grievance without assistance. For example a worker lodges a complaint about the unclean state of the toilet facilities. In this instance the superior is required to follow the Informal Grievance Investigation Procedure.

1.2.2. The Serious Grievance

This type of grievance revolves around a dispute of facts and further evidence or witness testimonies may be necessary to understand the nature of the grievance. Alternatively the superior does not feel he/she is capable of resolving the grievance without assistance. For example, one worker claims another worker was verbally abusive during their lunch break. In this instance the grievance must be channelled through the formal Grievance Hearing Procedure.

1.2.3. The Sensitive Grievance

The sensitive grievance may include grievances about discrimination, sexual harassment and other forms of harassment, victimisation etc. In this instance the grievance must be channelled through the formal Grievance Hearing Procedure.

1.3. The Informal Grievance Investigation

The aggrieved employee's superior, or person with whom the grievance has been lodged must ensure the Grievance Application Form has been correctly completed and the grievance is clearly understood.

The superior must then discuss the grievance and proposed corrective action with the employee in private. The decision on corrective action, if any, must be detailed on the Grievance Application Form. The aggrieved employee or employee representative or witness must sign the Grievance Application Form.

If the employee is dissatisfied with the decision, he/she may lodge an appeal in writing within 5 (five) working days of the outcome received. If the employee is satisfied with the decision, the corrective action must be implemented and recorded on the form.

1.4. The Formal Grievance Hearing

A chairperson from the Employer must be arranged to conduct the grievance hearing. This can be any senior member of staff or a Human Resource representative that would be considered fair and impartial. During the grievance hearing the chairperson must follow and complete the Grievance Hearing Checklist.

The employee must be notified of the grievance hearing in writing. Ensure the aggrieved employee/s receive such notification at least 3 (three) working days before the Grievance Hearing so as to allow sufficient time to prepare.

If the grievance has been lodged against another party such party must also receive the notification of the hearing and of his/her rights, as well as the grievance/s lodged, at least 3 (three) working days prior to the hearing.

1.4.1. The Grievance Hearing : Phase 1 (Presenting Cases)

The chairperson must advise the parties present of the purpose of the hearing and their rights during the hearing. The aggrieved employee/s or employee/s representative must then be given an opportunity to motivate the grievance.

The person against whom the grievance was lodged (the accused) must be given the opportunity to respond to the grievance. Both parties may present evidence or call witnesses to motivate their case. Both parties may also cross question witnesses.

1.4.2. Finding on the Facts

The Hearing may be adjourned for a time at this stage if necessary.

The chairperson must now make a finding, on the balance of probabilities, on the validity of the grievance. The chairperson may consult with the Human Resource department for guidance.

1.4.3. The Grievance Hearing: Phase 2 (Presenting Findings)

The chairperson must present the findings on the validity of the grievance and permit both the aggrieved employee/s and other parties an opportunity to present suggestions for corrective action.

➤ Invalid Grievance

If the grievance is found to be invalid, the findings must be recorded on the Grievance Hearing Checklist and signed by the aggrieved employee or employee representative or witness.

If the aggrieved employee is dissatisfied with the decision he/she may lodge an appeal in writing within 5 (five) working days of the outcome being received.

➤ Valid Grievance

If the grievance is found to be valid, the chairperson must decide on the most effective and viable corrective action. The decision reached should be advised to the employee and the accused.

Responses and discussion as to the feasibility of such suggestions must be entertained. Both parties must be questioned as to whether they are satisfied with the proceedings. All findings and corrective actions must be recorded on the Grievance Hearing Checklist.

The employee and the accused must be advised of his/her right to appeal against the decision in writing within 5 (five) working days of receiving the outcome if he/she is dissatisfied.

The chairperson must ensure that such corrective action that has been decided upon is implemented and that progress is recorded.

1.5. Forms and Documentation

The following forms and documentation can be requested from the Human Resource department:

- i. The Grievance Application Form
- ii. The Notice To Attend Grievance
- iii. The Grievance Hearing Checklist

Group Contract Signing Policy

The authority to approve and sign contracts on behalf of any and all affiliates of the Employer rests with the Head of Group Legal and/or the Group CEO, or any party designated by the Head of Group Legal and/or the Group CEO on behalf of the Employer and then only with express written authority.

Only the Head of Group Legal and/or the Group CEO has the authority to bind the Employer to any contractual obligations unless the exception outlined above applies i.e. express written authority.

No person who is not an authorized signatory may enter into a binding contract on behalf of the Employer. Those signing without such authority will incur personal liability at the sole election of the employer, and/or may be subject to disciplinary action. Any contract approved or signed in contravention of this policy shall be deemed to be unauthorised and have no legal effect and the consequences flowing from such signature shall be null and void.

HIV/Aids and Tuberculosis Policy

1. Purpose

The purpose of this policy is to serve as a guideline for all current employees and to create effective ways of managing the impact of HIV/AIDS and Tuberculosis in the workplace.

2. Aim

This policy aims:

- i. To encourage employees with HIV/AIDS or Tuberculosis, to notify the Employer when there is an impact on job performance or a threat to their health and safety and/or to the health and safety of other employees.
- ii. To respect the dignity and privacy of employees who have HIV/AIDS or Tuberculosis.
- iii. To eliminate unfair discrimination based on HIV/AIDS status or Tuberculosis in respect of any and all employment policies, procedures and practices.
- iv. To properly manage HIV/AIDS and Tuberculosis in the workplace through awareness and education measures in order to create openness, acceptance and a balance between the rights and responsibilities of all parties.
- v. To provide a safe work environment as far as is reasonably practicable.
- vi. To ensure that employees with HIV/AIDS or Tuberculosis, who are able to meet acceptable working standards, are treated consistently and allowed to continue work as long as their conditions are not a threat to themselves or others.

3. Guideline

3.1 Confidentiality and Disclosure

Employees with HIV/AIDS or TB (Tuberculosis) have the right of confidentiality and privacy concerning their health and HIV Status. The Employer shall maintain absolute confidentiality of all records relating to the personal health of employees. If the Employer is aware of an employees' health or HIV status, the

Employer shall under no circumstance disseminate this information without the prior consent of the Employee.

Employees are under no obligation to inform the Employer of their HIV/AIDS or TB status. When an employee's condition deteriorates to such an extent that there is an impact on his ability to perform his duties adequately, the affected employee would be required to inform the Employer of his status in confidence.

3.2 Sick leave

When informing the Employer, the Employee will be required to submit a medical report from his/her Health Practitioner, detailing the diagnosis and required sick leave (please refer to the leave policy in this regard).

The Employer may also in its sole discretion consider allowing additional sick leave (over and above the allocated sick leave entitlement contained in the leave policy) on a reduced remunerative basis.

3.3 Non-discrimination

The Employer is committed to fair, sound and non-discriminatory employment practices. Employees who develop, disclose, or are diagnosed as being HIV/AIDS positive or are diagnosed with TB, will not be prejudiced, victimised or discriminated against on account of their medical condition. HIV/AIDS or TB does not in itself justify termination of employment, demotion, transfer or discrimination in the workplace. The terms and conditions of employment as well as all stated benefits (e.g. sick leave, training and development) will continue.

HIV/Aids or TB will be treated like any other life-threatening disease. The Employer encourages employees to be tested on a voluntary basis, and encourage employees to disclose their HIV or TB status in confidence to the employer.

3.4 Co-workers

Where, for reasons outside the Employer's control, co-workers become aware of an Employees health status and subsequently become reluctant, unwilling or resist working with an affected colleague, they will be counselled and cautioned that their attitude is inappropriate, unwarranted, unreasonable and not medically or scientifically justifiable, in an effort to alleviate their fears and concerns. An employee will face disciplinary action where they remain unwilling to work with an affected employee.

Employees are cautioned against providing any medical assistance to a fellow employee. Only those employees who have been sent on the relevant First Aid courses have the requisite knowledge to deal with any injured employees.

4. Group Life

In the event of an employee's death as a result of AIDS or TB the Employee will be covered by the Employer's Group Life policy in relation to the specific benefits contained therein.

Hours of work Policy

The Employer currently has a 5 day work week policy and the normal working hours will be from Monday to Friday from 08h00 to 17h00 with an hour lunch break that maybe taken between 12h00 and 14h00 each day in order to accommodate the Employee's work schedule. The Employee must report to work during the aforementioned prescribed working hours and such working hours are non-negotiable except under limited circumstances relating to emergencies and/or related circumstances.

Employees may be required to attend training sessions/meetings outside of normal working hours and the Employee hereby specifically agrees to attend same as and when required to do so by the Employer.

The total number of hours of work, reasonably necessary to perform the Employee's tasks and duties, is determined at the sole and absolute discretion of the Employer. The Employee shall be required to work a total number of hours per week that is reasonably necessary to achieve the Employee's results and furthermore is reasonably necessary to perform the duties and responsibilities even when such hours fall outside the normal working hours outlined above.

IT Infrastructure - Acceptable Usage Policy

1. Overview

The intentions of the Employer for publishing an Acceptable Use Policy is not to impose restrictions that are contrary to its established culture of openness, trust and integrity but to provide appropriate guidelines for the productive utilisation of the Employer's IT infrastructure. The Employer is committed to protecting its employees, partners and the Employer from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, instant messaging technology and FTP, are the property of the Employer. These systems are to be used for business purposes in serving the interests of the Employer, and of our clients and customers in the course of normal operations.

Effective security is a team effort involving the participation and support of every employer, employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

This administrative policy statement sets forth the policy of the Employer with regard to use of, access to, and disclosure of electronic mail and network resources to assist in ensuring that the Employer's resources serve those purposes.

Please Note:

The Employer reserves the right to interrogate the records and capture information from any and all Employer resources used by employees.

By way of example, and not limitation, uses described below are expressly prohibited:

- i. Deceptive or fraudulent practices,
- ii. Any activity infringing on the intellectual property rights of others, including, but not limited to, copyrights, trademarks, service marks, trade secrets, patents. Any actions that restrict or inhibit any person, employer or otherwise, in its use.

2. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment of the Employer. These rules are in place to protect the Employee and the Employer. Inappropriate use exposes the Employer to risks including virus attacks, compromise of network systems and services, and legal issues.

3. Scope

This policy applies to all equipment, software, electronic messaging systems and all IT related interaction that is owned or leased by the Employer.

4. Policy**4.1 General Use and Ownership**

While the Employer network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of the Employer. Because of the need to protect the Employer network management cannot guarantee the confidentiality of information stored on any network device belonging to the Employer.

Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating specific guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by the content of this policy, and if there is any uncertainty, employees should consult their supervisor or manager.

For security and network maintenance purposes, authorised individuals of the Employer may monitor equipment, systems and network traffic at any time. The Employer reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

4.2 Security and Proprietary Information

Keep passwords secure and do not share accounts. Authorised users are responsible for the security of their passwords and accounts. User passwords should be changed every 30 days.

All PCs, laptops and workstations should be secured by locking the workstation, or by logging-off (control-alt-delete for Windows users) when the host will be unattended.

Because information contained on portable computers is especially vulnerable, special care should be exercised.

Postings by employees from an employer email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Employer, unless posting is in the course of business duties.

All hosts used by the Employee that are connected to the Employer's Internet/Intranet/Extranet, whether owned by the Employee or the Employer, shall continually execute approved virus-scanning software with a current virus database unless overridden by departmental or the Employer's policy.

Employees must use extreme caution when opening e-mail attachments received from unknown senders,

which may contain viruses, e-mail bombs, or Trojan horse code.

4.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (systems administration employees may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of the Employer authorised to engage in any activity that is illegal under local, provincial, national, federal or international law while utilising the Employer owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

4.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- i. Violations of the rights of any person or Employer protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Employer;
- ii. Unauthorised copying of copyrighted material including, but not limited to, digitisation and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the Employer or the end user does not have an active license is strictly prohibited;
- iii. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question;
- iv. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.);
- v. Revealing the Employee's account password to others or allowing use of the Employee's account by others. This includes family and other household members when work is being done at home;
- vi. Using an employer's computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction;
- vii. Making fraudulent offers of products, items, or services originating from any Employer account;
- viii. Making statements about warranty, expressly or implied, unless it is a part of normal job duties;
- ix. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Employee is not an intended recipient or logging into a server or account that the Employee is not expressly authorised to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes;

- x. Port scanning or security scanning is expressly prohibited unless prior notification to the Employer is made;
- xi. Executing any form of network monitoring which will intercept data not intended for the Employee's host, unless this activity is a part of the Employee's normal job/duty;
- xii. Circumventing user authentication or security of any host, network or account;
- xiii. Interfering with or denying service to any user other than the Employee's host (for example, denial of service attack);
- xiv. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet;
- xv. The deliberate transmission of computer viruses, worms, Trojan software, or other malicious programs;
- xvi. Interfering with, disrupting, or denying service including, but not limited to, using any technique to intentionally degrade or disable the delivery of any legitimate data (e.g. denial of service attacks);
- xvii. Attempting to gain unauthorized entry to any site or network including but not limited to executing any form of network probing, monitoring or other information-gathering on someone else's site or network;
- xviii. Attempting to circumvent host or user authentication or other security measures of any host, network or account;
- xix. Attaching devices to the physical infrastructure of the network without prior authorisation from the Internal Support Department;
- xx. Installation of Software without the express permission of the Internal Support Department;
- xxi. Interference with systems including, but not limited to, removal or change of internal parts;
- xxii. Providing information about, or lists of, the Employer employees to parties outside the Employer;

4.3.2 Email and Communications Activities

- i. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam);
- ii. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages;
- iii. Unauthorised use, or forging, of email header information,
- iv. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies;
- v. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type;
- vi. Use of unsolicited email originating from within the Employer networks or other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by the Employer or connected via the Employer networks;
- vii. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam);
- viii. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers or with whom the sender did not have an existing business relationship

("E-mail spam"). The Employer reserves the right to determine in its sole discretion and based on the information available (1) what constitutes spam as well as (2) what measures are necessary in response to spamming complaints;

- ix. Harassment including, but not limited to, through language, frequency or size of messages;
- x. Creating or forwarding "chain letters" or other "schemes" of any type;
- xi. The Employer also reserves the right to monitor any content that passes through the mail system as well as enforcing content filtering mechanisms that are deemed necessary;

4.3.3 Blogging/Social Networking

Blogging and social networking by employees, whether using the Employer's property and/or systems and/or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of the Employer systems to engage in blogging and social networking is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate the Employer's policy, is not detrimental to the Employer's best interests, and does not interfere with an employee's regular work duties. Blogging and social networking from the Employer systems is also subject to monitoring.

Employees shall not engage in any blogging and social networking that may harm or tarnish the image, reputation and/or goodwill of the Employer and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging and social networking.

Employees may also not attribute personal statements, opinions or beliefs to the Employer when engaged in blogging and social networking. If an employee is expressing his or her beliefs and/or opinions in blogs and social network sites, the Employee may not, expressly or implicitly, represent themselves as an employee or representative of the Employer. Employees assume any and all risk associated with blogging and social networking.

Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, the Employer trademarks, logos and any other Employer intellectual property may also not be used in connection with any blogging and social networking activity

5. Internet

Excessive use of non-work related websites: While personal browsing is occasionally allowed, excessive use will be punished by means deemed necessary by management.

Utilisation of websites that are designed specifically to negate network security: The use of external webmail systems is strictly prohibited. Any intentional attempt to bypass security for whatever reason is in addition prohibited.

Excessive use will be decided by comparing the time spent on non-work websites versus work related.

If more than 20% of browsing is non-work related, then management will deem this as excessive and take the necessary action.

5.1. Internet Messaging:

- i. No document may be transferred via internet messaging.
- ii. Video or Voice communications will only be allowed with the express permission of management and internal support.

6. **Email and Instant Messaging**

6.1 General

The Employer provides electronic messaging resources to assist in conducting Employer business.

All messages composed and/or sent using Employer provided electronic messaging resources must comply with Employer policies regarding acceptable communication.

The Employer prohibits discrimination based on age, race, gender, sexual orientation or religious or political beliefs. Use of electronic messaging resources to discriminate for any or all of these reasons is prohibited.

Upon termination or separation from the Employer, the Employer will deny all access to electronic messaging resources, including the ability to download, forward, print or retrieve any message stored in the system, regardless of sender or recipient.

Each employee will be assigned a unique email address that is to be used while conducting Employer business via email.

Employees are prohibited from forwarding electronic messages sent through Employer provided systems to external messaging systems.

Electronic messages are frequently inadequate in conveying mood and context. Carefully consider how the recipient might interpret a message before composing or sending it.

Any employee who discovers a violation of these policies should immediately notify a manager or the Human Resources Department.

Any employee in violation of these policies is subject to disciplinary action, including but not necessarily limited to, termination.

6.2 Ownership

The email/electronic messaging systems are Employer property. All messages stored in Employer provided electronic messaging system(s) or composed, sent or received by any employee or non-employee are the property of the Employer. Electronic messages are NOT the property of any employee.

The Employer reserves the right to intercept, monitor, review and/or disclose any and all messages composed, sent or received.

The Employer reserves the right to alter, modify, re-route or block the delivery of messages as appropriate.

The unique email addresses assigned to an employee are the property of the Employer. Employees may use these email addresses only while employed by the Employer.

6.3 Confidentiality

Messages sent electronically can be intercepted inside or outside the Employer and as such there should never be an expectation of confidentiality. Do not disclose proprietary or confidential information through email or instant messages.

Electronic messages can never be unconditionally and unequivocally deleted. The remote possibility of discovery always exists. Use caution and judgment in determining whether a message should be delivered electronically versus in person.

Electronic messages are legally discoverable and permissible as evidence in a court of law. Messages should not be composed that the Employee would not want to read out loud in a court of law.

Employees are prohibited from unauthorized transmission of Employer trade secrets, confidential information, or privileged communications.

Unauthorized copying and distribution of copyrighted materials is prohibited.

6.4 Security

The Employer employs sophisticated anti-virus software. Employees are prohibited from disabling anti-virus software running on Employer provided computer equipment.

Although the Employer employs anti-virus software, some virus infected messages can enter the Employer's messaging systems. Viruses, "worms" and other malicious code can spread quickly if appropriate precautions are not taken.

Follow the precautions discussed below:

- i. Be suspicious of messages sent by unknown people;
- ii. Do not open attachments unless they were anticipated. If the Employee is not sure, always verify the sender is someone known and that he or she actually sent the email attachment;
- iii. Disable features in electronic messaging programs that automatically preview messages before opening them;
- iv. Do not forward chain letters. Simply delete them;
- v. The Employer considers unsolicited commercial email (spam) a nuisance and a potential security threat. Employees may not attempt to remove themselves from future delivery of a message that they determine is spam. These "Remove Me" links are often used as a means to verify existence;
- vi. Internet message boards are a fertile source from which mass junk e-mailers harvest email addresses and email domains. Do not use Employer provided email addresses when posting to message boards.

6.5 Inappropriate use

Email or electronic messaging systems may not be used for transmitting messages containing pornography, profanity, derogatory, defamatory, sexual, racist, harassing or offensive material.

Employer provided electronic messaging resources may not be used for the promotion or publication of one's political or religious views, the operation of a business or for any undertaking for personal gain.

7. Mobile Device Policy

Should the Employee wish to access the Employer network and/or corporate data using a mobile device (cell phone, Ipad, tablets, etc.) the following policy will apply:-

- i. Employees must allow IT to add additional security and management software to the device if necessary;
- ii. The Employee is personally liable for all costs associated with his or her device;
- iii. The Employee is expected to use his or her devices in an ethical manner at all times and adhere to the Employer's acceptable use policy;
- iv. If an employee wants to connect their own device to the network, the Employee must be willing to accept this corporate policy and understand its consequences;
- v. If the Employee loses the device or leaves the employ of the Employer, IT will wipe all data from the device. During the data wipe, the Employee could lose personal data such as address book contacts, photos and applications. Employees that want network access must be willing to accept that they could lose personal data and that the Employer won't be held liable for any lost data;
- vi. With this knowledge the Employee must report the loss or theft of device as soon as possible;
- vii. Additionally, employees should be aware that IT may choose to limit access to certain applications;
- viii. The Employer reserves the right to disconnect devices or disable services without notification.

8. Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

9. Definitions

"Blogging" means writing a blog. A blog (short for weblog) is a personal online journal that is frequently updated and intended for general public consumption.

"Spam" means unauthorised and/or unsolicited electronic mass mailings.

Leave Policy – Annual Leave

The Employee shall be entitled to 1 days paid annual leave in respect of every 17 days worked accruing to a maximum of 15 working days annual leave for each completed year of service during the first 5 years of employment with the Employer, thereafter increasing to 20 working days paid annual leave for each completed year of service.

Annual leave is allocated on a pro rata basis, by way of example: an Employee with an annual leave entitlement of 15 (fifteen) days will be allocated 1.25 days of leave for every calendar month of service completed.

This annual leave entitlement is to be taken as and when directed and/or authorised by the Employer. The Employer currently observes an annual shut-down period determined by management (usually one to two weeks in December), where Employees are required to take annual leave. The Employer shall be entitled to require the Employee to work during such shutdown period. It is the responsibility of the Employee to ensure that he or she

has sufficient leave days available to cover the full annual shutdown period. If the Employee does not have sufficient annual leave days available, any shortfall in the number of annual leave days available will be treated as unpaid leave.

The annual leave entitlement is to be taken within the annual leave cycle or the first 6 months after the end of that applicable annual leave cycle. Any annual leave not taken within the required period will automatically lapse and is not capable of being accumulated or sold.



The Employee is prohibited from undertaking any remunerative work while on leave, whether in his individual capacity or with any other employer or company.

Annual leave will only be granted to the Employee when the operational requirements of the Employer can accommodate the absence of the Employee.

Annual leave may not run concurrently with any other period of leave (excluding unpaid leave) or a period during which notice has been given by either party to terminate this agreement.

The Employee is prohibited from taking any form of leave during any period of notice.

On termination of this agreement, the cash value in respect to the unused annual leave entitlement shall be payable to the Employee, up to a maximum of 15 days in accordance with the Basic Conditions of Employment Act.

The Employer will be entitled to deduct any annual leave taken in excess of the days allowed, from any remuneration payable to the Employee during his employment or on termination thereof.

Leave Policy – Sick Leave

The Employee will be entitled to 30 working days sick leave during each completed cycle of 36 months worked.

However, during the first 6 months of employment an Employee is only entitled to sick leave at a rate of 1 days paid sick leave for every 26 days worked.

The Employee is obliged to submit to the Employer as soon as is reasonably possible, but by no later than the return day to work, a valid medical certificate covering the duration of the absence, if the absence:

- i. Is for more than one consecutive day,
- ii. Is for more than two days in an eight-week period,
- iii. Is on a Monday or Friday,
- iv. Is on a day preceding or following a public holiday, and/or
- v. Is requested by management.

Failing which the Employer may decline to pay for the sick leave taken.

Should the Employee be unable to attend work for any reason whatsoever, it is imperative that the Employee's immediate line manager be informed before 08h00 on the first day of any absenteeism as a result of ill health incapacity, failure to do so could lead to disciplinary action. Following a return to work as normal, the Employee will be required to sign a sick leave form for the number of working days he was absent from work as a result of ill health incapacity. The Employee's absence will be deemed as desertion if no communication has been received within 3 days.

If the Employee is absent during a period of 8 weeks on 2 or more occasions, the Employee will be obliged to produce a medical certificate from a registered Medical Practitioner, as proof of illness for any number of days of absence and will also be obliged to submit such a medical certificate to the Employer for record purposes failing which, he will not be entitled to payment in respect of any of the days of absence as a result of ill health incapacity during that period.

The Employee will not be allowed to start work before the return date stated on a valid medical certificate.

The Employee specifically gives permission to the Employer to obtain any medical reports from his doctor(s), hospitals/clinics and/or institutions in respect of the Employee's absenteeism from work.

If sick leave appears excessive or shows a pattern that could represent a concern even while the Employee is within the sick leave entitlement, management will approach the Employee to discuss the issues. Should the Employee use sick leave for purposes other than that for which it is specifically designed he will be subject to disciplinary action.

On termination of employment the Employer will be entitled to deduct any sick leave taken in excess of the days allowed from the final payment due to the Employee.

Leave Policy - Family Responsibility Leave

Provided the Employee has completed 4 consecutive months employment with the Employer, the Employee will during every annual leave cycle, be entitled to 3 days paid leave in order to attend to family responsibilities.

"Family responsibilities" refer to the **birth** or serious illness of the Employee's child and the death of the Employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child or sibling.

The Employee will be required to submit reasonable proof of the event for which family responsibility leave is required to the Employer failing which, the Employee will not be entitled to any payment in respect of the days of absence from work as a result of family responsibility leave.

The Employee may take family responsibility leave for the whole or part of a day.

Should the Employee have circumstances that require family responsibility leave in excess of 3 days per annum then either annual or unpaid leave may be considered.

Family responsibility leave does not accrue and lapses at the end of each annual leave cycle in which it occurs.

Leave Policy - Maternity Leave (where applicable)

An Employee is entitled to 4 consecutive month's maternity leave, the duration of which is unpaid and will commence:

- i. At any time from 4 weeks prior to the expected date of birth (unless otherwise agreed to between the parties in writing); or
- ii. On a date from which a medical practitioner or midwife certifies that it is necessary for the Employee's health or that of her unborn child; or
- iii. In the event of an adoption, maternity leave may begin up to one week before delivery of the child.

The Employee will be required to notify the Employer in writing:

- i. Of the date on which she intends to commence maternity leave; and
- ii. Of the date on which she intends to return to work after the expiry of her maternity leave; and
- iii. Of confirmation of the pregnancy by a registered medical practitioner.

Written notification in terms of this clause must be given to the Employer representative at least 4 weeks before the Employee intends to commence maternity leave or, as soon as it is reasonably practical to do so.

Employees who are eligible for compensation from the Unemployment Insurance Fund (UIF) must claim the maximum allowed portion of their remuneration directly from the office of the UIF Commissioner.

The Employee shall remain a member of the Employer's Group Life Scheme and Group Retirement Annuity Fund if already a member. Annual leave will accrue as usual during this period. The duration of the absence will count towards qualifying years of service with regard to changes in the annual leave entitlement.

Should the Employee form part of the Employer's medical aid scheme, for the duration of her maternity leave she must make these contributions in her private capacity.

The Employee must advise her immediate line manager of her intention to resume work at least 30 calendar days before her intended date of return.

The Employee will be required to produce the relevant birth certificate no later than 15 working days after her return to work (this is to ensure medical aid cover should she be a member of the medical aid scheme and for record purposes).

Maternity leave is not cumulative or transferable.

No Employee may work for six weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.

The Employee is guaranteed their job at the same remuneration on her return from maternity leave, in the event that the Employee chooses not to return to work after the fourth month of maternity leave (i.e. taking additional unpaid leave) the Employee cannot be guaranteed her job or remuneration.

Any additional (unpaid) leave must be authorised by the immediate line manager in advance, taking into account any operational circumstances and/or requirements of the Employer. Leave without prior authorisation will be seen as absence without permission.

Leave Policy - Study Leave

The Employer may grant study leave for specific, approved study courses. In assessing applications for study leave the Employer will take into consideration, the benefit such studies may directly or indirectly have on the ability of the Employee to perform his/her job functions more effectively.

The Employee is entitled to a maximum of 6 days study leave per annum.

Study leave may either be paid or unpaid depending on the assessment by management. Management will require reasonable proof/justification of the need for study leave.

Study leave must be planned and organised well in advance and in consultation with the relevant line manager.

The Employee may take one working day's study leave for the day on which the actual examination or test is written, and one working day's study leave to prepare for the examination. The Employee will not be granted study leave should he have failed and wishes to repeat courses and/or examinations.

Any additional study leave required must be taken as annual leave or as unpaid leave.

Leave Policy - Special Leave

The Employer may grant special leave at its sole discretion and after consideration of all the available facts, and reserves the right to treat each application on its merits and any previous decisions made by the Employer will not be construed as a precedent which it is obliged to follow.

Leave Policy - Leave Application Procedure

The Employee is required to formally apply for all leave using the Employee Self Service (ESS) system and must obtain the necessary permission from the Employer to do so prior to going on leave.

The relevant hard copy leave application form must be completed and submitted to their immediate line manager/manager for processing ONLY in circumstances where the ESS process is not be available to an Employee who wishes to apply for leave.

Leave Policy - Religious Holidays

Employees who wish to take leave on religious holidays other than those gazetted in terms of the Public Holidays Act are required to apply for occasional leave from their annual leave entitlement.

Such leave forms must be duly completed and authorised by the Employer at least 14 days prior to the date on

which such leave is set to commence.

Moonlighting and Outside Employment Policy

Without express prior written approval from the Employee's direct supervisor and the branch manager, the Employer does not permit moonlighting, including but in no way limited to; paid employment, consulting work, freelance, sales or self-employment outside of the Employer's business. While the Employer does not seek to intrude on employees' personal lives, moonlighting impacts on an employee's ability to dedicate him or herself to the Employer's business.

Working for or on behalf of a competitor or in direct competition with the Employer's business is unacceptable and will lead to immediate termination. Under no circumstances may a moonlighting activity create a conflict of interest with an employee's duty to the Employer or result in deterioration in satisfactory performance by the Employee, and should such a conflict of interest or deterioration occur this will lead to immediate termination. Other employment, while not directly competitive with our operations, may still impact adversely on an employee's ability to work.

Outside employment must not be engaged in during the Employee's regularly scheduled working hours. The use of the Employer's supplies, equipment, telephone, materials, and personnel is strictly prohibited.

Accordingly, if the Employee's circumstances require that they work a second job, or if the Employee intends to pursue their own business, this matter must be discussed with the Employee's direct supervisor as well as the branch manager.

1. Employee Guidelines for Moonlighting and Outside Employment

Outside employment competes with an employee's duty to the Employer, when the work requires an employee's conduct to be disruptive or damaging to the Employer and/or the Employer's working environment.

Adverse effects may include, but are not limited to:

- i. An employee's inability to fulfill all job responsibilities at the Employer,
- ii. Fatigue or excessive absenteeism or tardiness,
- iii. An employee's inability to work his/her normal schedule at the Employer,
- iv. An employee being unavailable for work beyond normal working hours, such as in emergencies or peak work periods, and when such availability is a regular part of the employee's job,
- v. Performing services and/or providing goods to customers that are normally performed/provided by the Employer,
- vi. Working for a competitor or self-employment that is in competition with the Employer,
- vii. The use of Employer information, property, facilities and/or systems, such as phones, tools, equipment, etc.
- viii. Exploiting or soliciting any transaction with a client of the Employer,
- ix. Soliciting any employees of the Employer to terminate their employment with the Employer or to act in any manner that may prejudice the interest of the Employer,
- x. Anti-competitive behaviour on the part of the Employer,
- xi. The use or disclosure of confidential Employer information,
- xii. Impaired objectivity or independent judgment of the Employee, or violation of public trust,

- xiii. Activities which conflict with the Employer's Core Ethics policy and/or other related employment policies.

The Employee must provide his/her direct supervisor and branch manager with a written request regarding any outside employment. The request should include the dates of employment; the potential employer or confirmation of self-employment, the name of the business; the type of work to be performed; any potential problems the outside employment may cause; and any actual or perceived anti-competitive issues or conflicts of interest. The Employer shall have sole discretion to determine whether the request should be approved.

The Employer will provide approval in writing. The Employer may also require a written agreement with the Employee which outlines the type of work that has been approved, discusses any perceived conflict of interest as well as how it may be eliminated, and addresses any other conditions of approval. Employees may not engage in any outside employment during the hours they are on duty working for the Employer.

Use of sick, study, or family responsibility leave concurrent with outside employment is prohibited unless expressly approved in writing by the Employer.

Placement Fee Policy

1. Permanent Employees

In the event the Employer agrees to pay a fee in respect to the placement of a new employee with the Company, the Employee hereby undertakes to remain in the service of the Employer for a period of at least twenty four (24) months after the successful completion of the probationary period ("total service period").

The Employee shall be bound to repay the Employer a pro-rata share of the total cost and expenses incurred by the Employer with regards to his/her placement with the Company in the event the Employee leaves the service of the Employer during the total service period.

The pro-rata amount payable by the Employee in the event of a default as outlined above will be calculated by deducting the following equation from the total placement fee and expenses incurred:

$$\frac{\text{Months of service period worked}}{24 \text{ (total service period) months}} \times \text{total placement fee and expenses}$$

The Employee hereby gives authority to the Employer to deduct the above mentioned pro-rata amount in respect of any outstanding wages, salary, bonus, remuneration or other monies due to the Employee, should the Employee's services terminate with the Employer during the total service period for any reason including but not limited to misconduct, incapacity, fair dismissal, resignation.

2. Fixed Term Contract Employees

In the event the Employer agrees to pay a fee in respect to the placement of a new employee with the Company, the Employee hereby undertakes to remain in the service of the Employer for at least the period of the fixed term contract ("total service period").

The Employee shall be bound to repay the Employer a pro-rata share of the total cost and expenses incurred by the Employer with regards to his/her placement with the Company in the event the Employee leaves the service

of the Employer during the total service period.

The pro-rata amount payable by the Employee in the event of a default as outlined above will be calculated by deducting the following equation from the total placement fee and expenses incurred:

$$\frac{\text{Months of service period worked}}{\text{X (total service period) months}} \times \text{total placement fee and expenses}$$

The Employee hereby gives authority to the Employer to deduct the above mentioned pro-rata amount in respect of any outstanding wages, salary, bonus, remuneration or other monies due to the Employee, should the Employee's services terminate with the Employer during the total service period for any reason including but not limited to misconduct, incapacity, fair dismissal, resignation.

POPI Policy

1. The Employee

- 1.1 Understands and agrees that all "personal information", as defined in the Protection of Personal Information Act 4 of 2013 ("POPI"); provided to the Employer by the Employee is accurate, complete and up to date and undertakes to advise the Employer as soon as reasonably possible of any change to his/her personal information.
- 1.2 Undertakes to familiarise himself/herself with any POPI Policy of the Employer, as amended from time to time, and agrees to comply with such POPI Policy insofar as it may be applicable to the Employee.
- 1.3 Retains his/her right to request that the Employer confirm, free of charge, whether or not the Employer holds personal information about the Employee, furthermore the Employee may request a description of any such personal information so held as well as information about any third parties who have had access to the personal information of the Employee.
- 1.4 Consents that his/her personal information may be "processed", as defined in POPI, by the Employer, provided that such personal information is processed in a lawful and reasonable manner in accordance with the provisions of POPI.
- 1.5 Consents and agrees that all such personal information will be collected and processed by the Employer for the following purposes:
 - i. Human resources,
 - ii. Making the applicable remuneration payments,
 - iii. For submission of proposals to customers,
 - iv. Statistical analysis,
 - v. BEE certifications, and/or
 - vi. For all other purposes as may be reasonably required by the Employer.

2. The Employer

- 2.1 Agrees to process all personal information in line with the consent provided by the Employee herein.

- 2.2 Undertakes to safely destroy/remove all personal information of the Employee as soon as reasonably possible after such personal information is no longer required by the Employer.
- 2.3 Undertakes to ensure that any such personal information provided by the Employee shall be treated as confidential and further agrees to establish and maintain security safeguards in conformity with any relevant information security practices and industry specific rules that may be applicable from time to time.
- 2.4 Agrees that should it cause any personal information to be processed by any “operator”, as defined in POPI, such operator will process such personal information in line with the relevant security measures outlined above.
- 2.5 As a “reasonable party” as defined in POPI, undertakes to notify, as soon as reasonably possible, the Information Regulator and the employee in writing, should there exist reasonable grounds to believe that the Employee’s personal information has been accessed or acquired by an unauthorised party;
- 2.6 Reserves the right to refuse an Employee’s request for information on any ground that may be applicable in terms of POPI, the Protection of Access to Information Act 2 of 2000, The Electronic Communications and Transactions Act 25 of 2002, or the Regulations of interception of Communications and Provision of Communication-Related Information Act 70 of 2002 and any other applicable statutes and/or legislation.

Pregnancy Policy

The objective of this policy is to protect the health of employees against potential hazards in their work environment during pregnancy, after the birth of a child and while breast-feeding.

The Employer has the duty to provide and maintain a work environment that is safe and without risk to the health of employees. Employees also have the duty to take reasonable steps to protect their own health and safety and that of other employees.

Employees are encouraged to inform the Employer of their pregnancy as early as possible to ensure that the Employer is able to identify and assess risks and take appropriate preventive measures.

No Employee (neither the mother nor father of the child) will be unfairly discriminated against or dismissed on grounds of the pregnancy of the Employee herself, or the Employee’s wife or life partner.

1. Physical Hazards

Employees must be aware of potential risks to their health and safety and the possible measures to eliminate or minimise them:

- i. Heavy physical exertion, including the lifting or handling of heavy loads, should be avoided from early pregnancy onwards.
- ii. Sitting or standing for long periods during pregnancy can have serious health consequences. Standing for extended periods can result in complications during pregnancy such as deep vein thrombosis, varicose veins, premature labour and even miscarriage.
- iii. Fetal alcohol syndrome can lead to physical and mental abnormalities in children.

- iv. Tobacco smoke contains carbon monoxide, carcinogenic and other harmful substances. Smoking and the inhalation of environmental smoke affects fetal blood supply and can lead to stunted growth and development and more early childhood diseases. Smoking carries an increased risk of cancer and cardiovascular disease. Care should be taken so that employees are able to work without being exposed to tobacco smoke.

Sexual Harassment Policy

All employees, job applicants and other persons who have dealings with the Employer have the right to be treated with dignity and respect. Sexual harassment in the workplace will not be permitted or condoned. Persons who have been subjected to sexual harassment in the workplace have a right to raise a grievance to inform the Employer and for the necessary action to be taken. Allegations of sexual harassment will be dealt with seriously, expeditiously, sensitively and confidentially. Employees will be protected against victimisation and from retaliation for lodging grievances.

1. Definition of sexual harassment

“Sexual harassment” is unwanted conduct of a sexual nature. The unwanted nature of sexual harassment distinguishes it from behaviour that is welcome and mutual. Sexual attention becomes harassment if:

- i. The behaviour is persisted in, although a single incident of harassment can constitute sexual harassment; and/or
- ii. The recipient has made it clear that the behaviour is considered offensive; and/or
- iii. The perpetrator should have known that the behaviour is regarded as unacceptable.

2. Forms of sexual harassment

Sexual harassment may include unwelcome physical, verbal or non-verbal conduct, but is not limited to the examples listed as follows:

- i. Physical conduct of a sexual nature includes all unwanted physical contact, ranging from touching, to sexual assault and rape, and includes a strip search by, or in the presence of the opposite sex.
- ii. Verbal forms of sexual harassment include unwelcome innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex related jokes or insults, or unwelcome graphic comments about a person's body made in their presence or directed towards them, unwelcome and inappropriate enquiries about a person's sex life, and unwelcome whistling directed at a person or group of persons.
- iii. Non-verbal forms of sexual harassment include unwelcome gestures, indecent exposure, and the unwelcome display of sexually explicit pictures and objects.
- iv. Quid pro quo harassment occurs where an owner, employer, member of management or co-employee, undertakes or attempts to influence the process of employment, promotion, training, discipline, dismissal, salary increment or other benefit of an employee or job applicant, in exchange for sexual favours.

“Sexual favouritism” exists where a person who is in a position of authority rewards only those who respond to his sexual advances, whilst other deserving employees who do not submit themselves to any sexual advances are denied promotions, merit rating or salary increases.

3. Procedures in dealing with sexual harassment cases

3.1 Advice and Assistance

Sexual harassment is a sensitive issue and a victim may feel unable to approach the perpetrator, lodge a formal grievance or turn to colleagues for support. Therefore victims will be assisted by the Employer and when necessary by outside professionals.

3.2 Options to resolve a problem

There are two options to resolve a problem relating to sexual harassment, either formally or informally. Victims are under no duress to accept one or the other.

3.2.1 Informal procedure:

It may be sufficient for the employee concerned to have an opportunity where he can explain to the person engaging in the unwanted conduct that the behaviour in question is not welcome, that it is offensive, makes them feel uncomfortable and/or interferes with their work.

If the informal approach has not provided a satisfactory outcome, or if the case is severe or if the conduct continues, it may be more appropriate to embark upon a formal procedure. Severe cases may include: sexual assault, rape, strip search and quid pro quo harassment.

3.2.2 Formal procedure:

The victim may lodge a grievance to a Director or Human Resources Department of The Employer, by submitting a written statement with all the relevant details. The Director will endeavor to solve the problem or arrange for disciplinary action to be taken, within 5 working days.

3.3 Investigation and disciplinary action

The Employer will endeavour that the aggrieved person is not disadvantaged and that the position of other parties is not prejudiced if the grievance is found to be unwarranted.

Serious incidents of sexual harassment or continued harassment are dismissible offences and less serious incidents may be subject to written warnings.

3.4 Criminal and civil charges

A victim of sexual assault has the right to press separate criminal and/or civil charges against an alleged perpetrator and the legal rights of the victim are in no way limited by this code.

3.5 Dispute resolution

Should a complaint of alleged sexual harassment not be satisfactorily resolved by the internal procedures set out above, either party may within 30 days of the dispute having arisen, refer the matter to the appropriate court/body having the requisite jurisdiction.

4. **Confidentiality**

The Employer will ensure that grievances regarding sexual harassment are investigated and handled in such a manner that the identities of the persons involved are kept confidential.

In cases of sexual harassment, management, employees and the parties concerned must endeavour to ensure confidentiality in the disciplinary inquiry. Only appropriate members of management as well as the aggrieved person, representative, alleged perpetrator, witnesses and interpreter (if required), must be present in the

disciplinary enquiry.

Employers are required to disclose to either party or to their representatives, such information as may be reasonably necessary to enable the parties to prepare for any proceedings in terms of this code.

5. Additional Sick Leave

Where an employee's existing sick leave entitlement has been exhausted, the employer may give due consideration to the granting of additional sick leave in cases of serious sexual harassment where the employee requires trauma counseling.

Smoking Policy

This policy has been developed against the background of the Tobacco Control Amendment Act, and is not meant to punish the smokers but to protect and improve the health of all employees.

All buildings are smoke free environments, except areas specifically indicated as smoking areas – such areas will be clearly demarcated. No smoking is permitted in any other areas including but not limited to restrooms, building entryways, areas in front of the building or anywhere visible to customers.

Also, be reminded that smoke breaks are not social occasions and should be kept to minimum. Abuse of this privilege could lead to further regulations being made in this regard.

We request that if e-cigarettes are used, that they are not used in any areas visible to customers, or in any of the above mentioned smoke free environments.

Training and Development Policy

The Employer's training and development policy has been developed in line with the Employer's overall vision and strategy, it reflects a belief in the need to develop all employees. It is based on the following principles:

- i. The Employer thinks of its workforce as an asset, and believes that it should invest in that asset.
- ii. The Employer believes that all its employees have the potential to grow, both in their work role and personally, and it shall endeavour to provide opportunities for growth and personal development.
- iii. The Employer considers it appropriate to base such training and development opportunities on the requirements of the business, and decisions about investment in employee training and development will be made accordingly.
- iv. The Employer believes that responsibility for training and development should be shared between the Employer and its employees.
- v. The Employer will ensure that appropriate procedures are in place to plan, deliver and evaluate training and development activity.
- vi. The Employer wants to empower its employees to take some ownership of their own development, with support from their managers and the Employer as a whole.
- vii. The Employer believes that its line managers have a key role to play in employee development.
- viii. The Employer will work within recognised good practice guidelines, to ensure that both the quality and quantity of training and development is relevant and 'fit for a particular purpose'.

- ix. The Employer will regularly review its overall level of investment in employee training and development to ensure that adequate and appropriate resources are provided.
- x. The Employer plans its training and development activities in line with industry standards, and maintains relationships with relevant bodies.

1. Training and development initiatives

The Employer will provide a range of training and development opportunities for employees, which fall into four broad categories:

- 1.1 Programmes relating to the enhancement of skills for an employee's current position:
These include on the job training, internal and external courses including technical training, for example on the use of software packages, and specialist training relating to the skills that employees require for their job.
- 1.2 Programmes leading to a professional or academic qualification:
The Employer encourages employees to pursue continuous professional development and where appropriate to gain further qualifications related to their line of work.
- 1.3 Programmes that have specific management or supervisory focus:
These include internal and external courses on management development, supervisory skills for line managers, and leadership development programmes.
- 1.4 Statutory and/or Legislative mandatory training:
This includes courses in health and safety, fire safety and first aid.

2. Roles and responsibilities for implementation

Both line managers and employees have a responsibility to implement training and development initiatives. The opportunity to discuss development and/or training is always available to an Employee through formal and/or informal discussion with their Line manager and/or the Branch manager. Employees are encouraged to undertake the relevant programmes and/or opportunities provided and report back to their line manager on their applicability once completed.

Line managers have a responsibility to monitor and evaluate the effectiveness of learning for employees who have undergone training and development. Line managers must contact the Head Office HR Manager to give feedback on internal and external training programmes, including their quality and cost effectiveness.

3. Planning and implementing new initiatives

Any new training initiatives will be planned as a result of a training needs analysis activity done at Head Office or Branch level.

In addition, the Employer is committed to reviewing training initiatives so that the relevant training and development is provided for in the specific job areas where work procedures have changed, or where new standards are introduced.

Any new training and development programmes offered to employees will be publicised through the Employer's normal communication channels, including notices and departmental meetings.

4. Individual requests for training and development

Employees can request training and development at any time. Employees should channel requests through their line manager and/or Branch manager.

5. Fee payments

The Employer will pay the fees associated with any development and/or training and/or qualifications obtained, subject to prior approval and the terms and conditions contained in a contractual training agreement that must be signed by the Employer and Employee.

6. Monitoring and evaluating investment in training and development

The Employer firmly believes that it is critical to the success of both the planning and delivery of training and development activities that the resources invested are monitored and the outcomes achieved are measured. Such outcomes may be demonstrated at an individual, departmental and corporate level. Senior managers have an important role to play in this process. The Employer uses its evaluation findings for future business planning and the planning of continued investment in employee training and development. Accordingly the evaluation findings will be regularly shared with the senior executive team.

7. Coaching and mentoring

The Employer encourages line managers to provide coaching and mentoring support for employees who are undergoing training and development. Managers have a responsibility to ensure that the skills and knowledge of more experienced employees are shared with more junior employees to ensure that learning occurs in a planned way.

8. Recording of training and development activities

All training and/or development completed by an Employee will be recorded in the Employee's personnel file.

9. Equal opportunities

Decisions relating to training and development should be made fairly and consistently, and equality of opportunity should be provided for all employees in this area.

Travel Policy

1. Ad Hoc Travel Allowance

This policy applies to employees (excluding employees receiving a monthly Variable Travel Allowance) who are requested and authorised to use their private motor vehicle for travel on Employer business.

1.1 Procedure:

- i. An expense claim form, clearly indicating Ad Hoc Travel Allowance, must be completed as set out below in the Expense Claim Policy.
- ii. The full amount will be processed through the payroll but will not be taxed (as per the requirements of SARS).

2. Local Travel – refer to

Expense Claim Procedures

It is important to note that if all the conditions are not complied with, the expense WILL NOT be refunded and will be for your own account. This will be seen as unauthorised expenditure and the company will not be considered as liable.

It is also required that the expense **claim be signed in the designated block by the staff member claiming as well as the Manager approving.**

Submitting the Claim:

* When the claim is prepared we require detailed reasons/descriptions of the expense as well as details of where we should allocate the expense to, when submitting your claim, the pre-approval must be ATTACHED along with the relevant supplier till slip / invoice and credit card slips as proof of payment if a credit card was used. If you are claiming for travel we require all invoices to be made out to the relevant company i.e Epsidon Technology Distribution VAT number: 4630195222 or Linux Warehouse VAT number: 4810218331 or Cloud Brokerage Services VAT number: 4190264483 or Epsidon Management and Marketing Consultancy VAT number: 4700260468 this detail must appear on the invoice, we also require your boarding passes to verify that you did actually fly. The VAT number does not need to appear on entertainment expenses.

* If payments are made via a credit card and there is no slip eg: certification exams or internet payments then a copy of your credit card statement must be provided.

* The credit card statement / bank statement is also required for payments made for forex expenses so the exchange rate can be confirmed.

NB: Claims will only be paid out if accompanied by all the ORIGINAL invoices, receipts and credit card slips pertaining to the claim.

**** Please note proof of payment either via credit card slips / credit card statements / bank statement is an audit requirement, as well as proving to SARS that the employee incurred an expense on behalf of the company using his/her own funds.**

Approval Process:

Please find below the criteria to be followed as to whether approval is required, from whom and who should be paying the bill: **In all cases, a pre-approval must state the amount approved and what expenses are covered. Managers must state if expenses are budgeted for and to where we should allocate the expense.**

Local Travel Expenses:

* An expense claim form, clearly indicating Local Travel must be completed and signed by the employee as well as the authorised manager.

* Local travel is for employees authorised to travel for business purposes within the borders of South Africa. All travel must be **pre approved** by the relevant line Manager. Full costs to be listed for approval eg: Flights, Accommodation, Car Hire etc

* When booking flights employees may only fly economy class. Air travel invoices must be made out to the relevant company with our VAT Nr and with a reference to the traveller, the original boarding passes must be attached so that we can verify that you actually flew, or no refund will be eligible.

* No travel may be booked and the account sent to the company for payment - all bills must be settled with the supplier of the service by the staff member directly. First Distribution will not assume liability for this expense in this case, and the employee will need to settle and then claim.

* Toll fees paid in cash or with a card whilst travelling may be claimed, as well as airport parking and Gautrain tickets, these claims must be supported by receipts and proof of payments

* All hotel accommodation may not exceed 3star status, where possible make use of accommodation as close as possible to the office such as B&B's / Private Guest Houses. Accepted rates would be between R750 -R950 for B&B's and between R1000 - R1500 for hotels.

* The **maximum** that can be claimed per day for meals is as follows: breakfast is typically included in the accommodation if it is not then R80; lunch - R90 and dinner is R230

* We will not cover any other "in hotel expenses" like chips, chocolates, sweets or mini bars.

Car Rental

* Should you wish to hire a vehicle when travelling please email creditors@firstdistribution.co.za and the relevant staff member will send you the necessary vouchers and explain the process to you. Please note that we only make use of Avis as First Distribution receives preferential rates which is linked to an excess cap. Please note that you will not receive these preferred rates if you book in your own personal capacity.

* Please note when making use of any rental vehicle and you as the driver are involved in an accident / incident you will be liable for the excess amount. First Distribution will settle the bill with Avis and the monies will be recovered back from the employee. We will also not be responsible for any traffic fines incurred by the employee while travelling on company business.

* Should you be hiring a vehicle through Avis, please note that only Group A, B, P(B+), C or D may be hired; should you wish to hire outside of these groups then you will need to obtain prior approval from either Debbie Abrahall or Caron Pain.

* Should the employee be office bound when travelling and it is possible to do so then they need to make use of either Uber or the guest house shuttle service, these can be claimed for via an expense claim when back in the office.

Petrol Claims:

* No petrol may be claimed for via the Expense Claim procedure. It will need to be processed via payroll but will not be taxed - **this is a SARS requirement.**

* If long distance travel is required ie. Trip from JHB to Bloemfontein and an employee is intending to use his/her vehicle in lieu of a flight then **prior approval** is required from the General Managers. If approved, then the cost of your actual petrol spend will be reimbursed, you will need to complete the Mileage Reimbursement Claim Form and this will be processed via payroll.

* Please note the refund is prepared as per the AA rate for petrol, you would need to go onto the AA website (<https://www.aa.co.za/on-the-road/calculator-tools/rates-calculator>) to obtain your vehicle rates.

* You will need to complete the Mileage Reimbursement Claim Form which you can find on workspace or the FD blog you will need your opening and closing mileage of your trip and FD will only refund as per the Average Running Costs.

* Once the claim is signed by the employee and the authorised Manager it needs to be submitted to HR and it will be processed with the next salary run.

3. International Travel

This policy applies to employees who are requested and authorised to travel for business purposes (excluding Incentive Trips) outside of the borders of South Africa.

Expense Claim Procedures

It is important to note that if all the conditions are not complied with, the expense WILL NOT be refunded and will be for your own account. This will be seen as unauthorised expenditure and the company will not be considered as liable.

It is also required that the expense **claim be signed in the designated block by the staff member claiming as well as the Manager approving.**

Submitting the Claim:

* When the claim is prepared we require detailed reasons/descriptions of the expense as well as details of where we should allocate the expense to, when submitting your claim, the pre-approval must be ATTACHED along with the relevant supplier till slip / invoice and credit card slips as proof of payment if a credit card was used. If you are claiming for travel we require all invoices to be made out to the relevant company i.e Epsidon Technology Distribution VAT number: 4630195222 or Linux Warehouse VAT number: 4810218331 or Cloud Brokerage Services VAT number: 4190264483 or Epsidon Management and Marketing Consultancy VAT number: 4700260468 this detail must appear on the invoice, we also require your boarding passes to verify that you did actually fly. The VAT number does not need to appear on entertainment expenses.

* If payments are made via a credit card and there is no slip eg: certification exams or internet payments then a copy of your credit card statement must be provided.

* The credit card statement / bank statement is also required for payments made for forex expenses so the exchange rate can be confirmed.

NB: Claims will only be paid out if accompanied by all the ORIGINAL invoices, receipts and credit card slips pertaining to the claim.

**** Please note proof of payment either via credit card slips / credit card statements / bank statement is an audit requirement, as well as proving to SARS that the employee incurred an expense on behalf of the company using his/her own funds.**

Approval Process:

Please find below the criteria to be followed as to whether approval is required, from whom and who should be paying the bill: **In all cases, a pre-approval must state the amount approved and what expenses are covered. Managers must state if expenses are budgeted for and to where we should allocate the expense.**

Overseas Travel Expenses:

* An expense claim form, clearly indicating Overseas Travel must be completed and signed by both employee and authorised manager.

* Overseas travel is for employees who are requested to travel for business purposes outside of the borders of South Africa, the travel must be **pre approved** by the relevant line manager.

* When booking flights employees may only fly economy class. All hotel accommodation may not exceed 3 star status, employees must make use of local transport, i.e uber, trains, taxi's etc. no cars may be hired unless approved under exceptional circumstances by Debbie Abrahall or Caron Pain.

* Should you require upfront advances to assist with overseas travel then please contact HR to assist they will advise you of the current process.

- * Should the employee need to apply for his/her visa then you may do so and the reimbursement will be done through the expense claim process, however it must be supported by the necessary receipts/invoices and proof of payment, should you need to hand the receipt in to obtain your visa please keep a copy for claiming purposes.
- * Should you need to have vaccinations before travelling please do so but please pay cash and not make use of your medical aid, the cost thereof may be claimed for through the expense claim process, again it needs to be supported by the necessary receipts/scripts/invoices and proof of payment.

Car Rental

- * Please note that we only make use of Avis as First Distribution receives preferential rates which is linked to an excess cap. Please note that you will not receive these preferred rates if you book in your own personal capacity. Before making use of a hired vehicle overseas you will need to obtain prior approval in writing.
- * Please note when making use of any rental vehicle and you as the driver is involved in an accident / incident you will be liable for the excess amount. First Distribution will settle the bill with Avis and the monies will be recovered back from the employee. We will also not be responsible for any traffic fines incurred by the employee while travelling on company business.
- * Should you be hiring a vehicle through Avis, please note that only Group A, B, P(B+), C or D may be hired; should you wish to hire outside of these groups then you will need to obtain prior approval from either Debbie Abrahall or Caron Pain.

Weapons Policy

This policy applies to all employees, regardless of whether or not the individual is licensed to carry a firearm or weapon.

The intention of this policy is not to infringe on the rights of the individual to possess a firearm, but rather:

- i. To take steps necessary for the safeguarding of the Employer premises, vehicles, contents and the protection of the people therein.

Employees, Contractors and Visitors are prohibited from carrying or bringing any weapon to the workplace.

“Weapon” includes but is not limited to firearms (whether loaded or unloaded from which a shot may be discharged), knives, tazers, etc.

Employees are obliged to declare whether he/she has any dangerous object in his possession or custody or under his control and the same must be left at reception for collection at the end of the work day.

The Employer reserves the right to refuse admission and access.

Any employee who is uncertain whether an instrument or device is prohibited under this policy is obliged to request clarification from their manager to ensure he or she is not in violation of this policy.