

ARCHON INTERNATIONAL PROPERTIES JOHANNESBURG

(PTY) LTD

MANUAL IN COMPLIANCE WITH

PROMOTION TO ACCESS OF INFORMATION ACT (PAIA)

&

PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

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A: PROMOTION TO ACCESS OF INFORMATION ACT (PAIA) MANUAL

1. INTRODUCTION

This is the manual and policy document of ARCHON INTERNATIONAL PROPERTIES JOHANNESBURG (Pty) Ltd (herein after referred to as ARCHON INTERNATIONAL) as required by Section 51 of the Promotion to Access Information Act, No. 2 of 2000 (PAIA) and the Protection of Personal Information Act, No. 4 of 2013 (POPIA).

ARCHON INTERNATIONAL is a company functioning within the commercial and industrial real estate sale, rental and development industry that is obligated to comply with POPIA.

POPIA requires ARCHON INTERNATIONAL to inform their clients and service providers as to the manner in which a natural or juristic person's personal information is collected, used, disclosed, retained and discarded.

This Policy sets out the manner in which ARCHON INTERNATIONAL deals with their clients' personal information and stipulates the purpose for which said information is used. The Policy is made available on the ARCHON INTERNATIONAL company website www.archonint.com and by request from the ARCHON INTERNATIONAL head office as per the details provided herein and in ARCHON INTERNATIONAL'S manual in terms of the Promotion to Access of Information Act, No. 2 of 2000.

One of the objects of PAIA is to give effect to the Constitutional right to access information as set out in Section 32(2). To achieve this object a private body must compile an Access to Information Manual. This will allow the public to know what category records are held by ARCHON INTERNATIONAL and how to go about accessing them.

ARCHON INTERNATIONAL promotes a culture of transparency and therefore provide this document for purposes thereof.

2. INFORMATION OFFICER

Contact details in terms of Section 51(1)(a) of PAIA and Section 55 of POPIA:

Contact person: Juan Chapman (COO)

Postal address: Postnet Suite #236, Private Bag 9976, Sandton, 2146

Physical address: First Floor, 61 Katherine Street, Sandton, 2196, South Africa

Phone number: 011 568 4341

Fax number: 011 568 7914

E-mail: jhb.commercial@archonint.co.za

3. HUMAN RIGHTS COMMISSION AND INFORMATION REGULATOR

In terms of Section 10 of PAIA the South African Human Rights Commission has compiled a Guide in all the official languages to assist a person in exercising their rights as set out in the Act.

With the enactment of the Protection of Personal Information Act 4 of 2013 the Information Regulator will be taking over this function with effect from 30 June 2021. Access to this guide can be obtained as follows:

Website: <https://www.justice.gov.za/inforeg/contact.html>

Physical address: JD House
27 Stiemens Street
Braamfontein
Johannesburg

Postal address: PO Box 31533
Braamfontein
Johannesburg
2017

E-mail: complaints.IR@justice.gov.za / inforeg@justice.gov.za

4. AUTOMATIC DISCLOSURE

No notice has been published on the categories of records that are automatically available without a person having to request access in terms of Section 52(2) of PAIA.

5. LEGISLATIVE RECORDS

The legislative records that ARCHON INTERNATIONAL holds in terms of Section 51(1)(d) are as follows:

- Estate Agents Affairs Act 112 of 1976
- Basic Conditions of Employment Act, No. 75 of 1997
- Companies Act, No. 61 of 1973
- Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993
- Labour Relations Act, No. 66 of 1995
- Promotion of Access to Information Act, No. 2 of 2000
- Short Term Insurance Act, No. 53 of 1998
- Broad Based Black Economic Empowerment Act, No. 53 of 2003
- Electronic Communications and Transactions Act, No. 2 of 2000
- Financial Advisory and Intermediary Act, No. 37 of 2002
- Financial Intelligence Centre Act, No. 38 of 2001
- Income Tax Act, No. 58 of 1962

6. RECORDS HELD

The Section 51(1)(e) description of the subjects on which ARCHON INTERNATIONAL holds records and the categories of records held on each subject, are:

6.1. CLIENT SERVICE RECORDS

- Tenant Application Forms
- Tenant FICA Documentation
- Landlord Property Listing Detail
- Legal Documentation
- Client Correspondence

- Client Internal Control Reports
- Rental Agreements
- Sale Agreements
- Risk Management Records

6.2. SECRETARIAL SERVICES

- Memoranda and Articles of Association
- Share Registers
- Shareholder Agreements Meeting Minutes

6.3. CORPORATE GOVERNANCE

- Legal Compliance Records
- Policies
- Codes of Conduct
- Governing Board Meeting Minutes
- Executive Committee Meeting Minutes

6.4. FINANCE AND ADMINISTRATION

- Accounting Records
- Annual Financial Statements
- Agreements
- Banking Records
- Correspondence
- Invoices and Statements
- Management Reports
- Tax Records and Returns

6.5. HUMAN RESOURCES

- Accounting and Payroll Records
- Personnel Information
- Policies and Procedures
- Retirement Benefit and Medical Aid Records

- Letters of Employment
- General Terms of Employment
- Leave Records
- PAYE Records and Returns
- Performance Management Records
- Returns to UIF

6.6. INFORMATION MANAGEMENT AND TECHNOLOGY

- Contracts and Agreements
- Equipment Register
- Information Policies, Standards, Procedures and Guidelines

6.7. OPERATIONS

- Access Control Records
- Agreements
- Archival Administration Documentation
- Contracts
- General Correspondence
- Insurance Documentation
- PABX Management Information
- Service Level Agreements
- Travel Documentation
- Used Order Books
- Vehicle Registration Documents

6.8. MARKETING AND COMMUNICATION

- Proposal Documents
- New Business Development
- Brand Information Management
- Marketing Strategies
- Communication Strategies
- Agreements
- Client Relationship Programmes

7. ACCESS REQUEST PROCEDURE

7.1. ACCESS REQUEST FORM

In order to access records of ARCHON INTERNATIONAL, an access request form must be completed and submitted to ARCHON INTERNATIONAL in accordance with the PAIA. It is important to note that the successful completion and submission of an access request form does not automatically allow the requester access to the record. An application for access to a record is subject to certain limitations if the requested record falls within the ambit specified within Part 3 Chapter 4 of the Act. Refer to paragraph 7.5 below in this regard.

Please note that the Access Request Form must be completed in BLOCK LETTERS. If the requester is reasonably suspected of submitting false or misleading information in order to obtain records held by ARCHON INTERNATIONAL such a requester is susceptible to legal proceedings.

7.2. SUBMISSION

The completed Access Request Form must be sent via e-mail, fax or by registered post to the Information Officer's contact details referred to above.

7.3. PAYMENT

In order to provide the requested records an Access Request Form will only be considered once a payment of the prescribed fees has been made (see prescribed fees below). Payment details can be obtained from the contact person as indicated above.

Should a request be reasonably refused, the payment made will be refunded to the concerned requester.

Access of Information Fees to be Charged:

- Information in an A-4 size page photocopy or part thereof : R 1,10
- A printed copy of an A4-size page or part thereof: R 0,75
- A copy in computer-readable format, for example:
 - Compact disc: R 70,00
- A transcription of visual images, in an A4-size page or part thereof: R 40,00
- A copy of visual images: R 60,00

- A transcription of an audio record for an A4-size page or part thereof: R 20,00
- A copy of an audio record: R 30,00 (*Per hour or part of an hour reasonably required for such search)

7.4. DECISION

ARCHON INTERNATIONAL will within 30 days of receipts of the request decide whether to grant or decline the request and give notice with reasons (if required) to that effect.

The 30-day period within which ARCHON INTERNATIONAL has to decide whether to grant or refuse the request, may be extended for a further period of not more than thirty days, if the request is for a large volume of information, or the request requires a search for information held at another office of ARCHON INTERNATIONAL and the information cannot reasonably be obtained within the original 30-day period. ARCHON INTERNATIONAL will notify the requester in writing should an extension be sought.

7.5. GROUNDS FOR REFUSAL OF APPLICATION

Main grounds for refusal in terms of Part 3 Chapter 4 of the Act are:

- Mandatory protection of the privacy of a third party who is a natural person, which would involve the unreasonable disclosure of personal information.
- Mandatory protection of the commercial information of a third party, if the record contains:
 - Trade secrets of that party.
 - Financial, commercial, scientific or technical information which disclosure could likely cause harm to the financial or commercial interests of that party.
 - Information disclosed in confidence by a third party ARCHON INTERNATIONAL if the disclosure could put that third party to disadvantage in negotiations or commercial competition.
- Mandatory protection of confidential information of third parties if it is protected in terms of any agreement.
- Mandatory protection of the safety of individuals and the protection of records which could be regarded as privileged in legal proceedings.
- The Commercial Activities of ARCHON INTERNATIONAL which may include:
 - Trade secrets.

- Financial, commercial, scientific or technical information which disclosure could likely cause harm to the financial or commercial interests of ARCHON INTERNATIONAL

7.6. REMEDIES

Internal Remedies

ARCHON INTERNATIONAL does not have internal appeal procedures therefore, the decision made is final. Requesters who are dissatisfied with a decision will have to exercise external remedies at their disposal.

External Remedies

A requester or a third party, who is dissatisfied with ARCHON INTERNATIONAL refusal to disclose information may within 30 days of notification of the decision, apply to the Constitutional Court, the High Court or another court of similar status for relief.

8. FORMS

The prescribed form for a request in terms of PAIA (Form C) may be obtained from the Department of Justice website, by following this link:

https://www.justice.gov.za/forms/paia/J752_paia_Form%20C.pdf

B: PROTECTION OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

2. PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013

1.1 INTRODUCTION

1.1.1 ARCHON INTERNATIONAL requires personal information from both private and juristic persons (data subjects) in order to render its services to clients and meet its organisational and compliance functions.

1.1.2 ARCHON INTERNATIONAL recognises data subjects' rights in terms of POPIA to:

- Know that their personal information is collected;
- Whether a responsible party holds their personal information;
- Request the correction, destruction or deletion of their data;
- Object to the processing of their personal information;
- Not have their personal information processed for the purpose of direct marketing;
- Not be subject to a decision solely based on their personal information;
- Lodge a complaint to the Information Regulator regarding their rights and
- Institute civil proceedings with regards to their rights or an infraction thereof.

1.1.3 ARCHON INTERNATIONAL's role may differ in terms of POPIA depending on whether we:

- collect personal information directly from a prospective tenant and/or landlord, in which case we will be deemed a "*responsible party*" in terms of POPIA; or
- receive a third party's personal information from an existing client (who will then be the "responsible party") and we render a product or service in terms with our service level agreement to that client, as an "*operator*" in terms of POPIA.

ARCHON INTERNATIONAL guarantees its commitment to protecting the privacy of its clients and third parties' information we receive from such clients, and will endeavour to ensure that their personal information is used appropriately, transparently, securely and in accordance with applicable laws.

1.2 PERSONAL INFORMATION COLLECTED

Section 9 of the POPIA states that “*Personal Information may only be processed if, given the purpose for which it is processed, it is adequate, relevant and not excessive.*”

ARCHON INTERNATIONAL collects and processes personal information pertaining to the commercial and industrial real estate sale, rental and development needs of its clients. The type of information will depend on the need for which it is collected and will be processed for that purpose only. Whenever possible, ARCHON INTERNATIONAL will inform the client as to the information required and the information deemed optional.

Examples of personal information ARCHON INTERNATIONAL collects include, but is not limited to:

- Company name, registration number, address and list of directors.
- The company director's Identity number, name, surname, address, postal code;
- A Company's bank statements and proof of address for FICA purposes;
- Bank account details, bank statements, proof of assets, liabilities, income and expenditure, where applicable.
- Any other information required by ARCHON INTERNATIONAL and their clients in order to conclude a commercial real estate sale, rental or development agreement.

ARCHON INTERNATIONAL also collects and processes the client's personal information for marketing purposes in order to ensure that our products and services remain relevant to our clients and potential clients.

ARCHON INTERNATIONAL aims to have agreements in place with all third party's to ensure a mutual understanding with regard to the protection of any personal information. ARCHON INTERNATIONAL suppliers will be subject to the same regulations as applicable to ARCHON INTERNATIONAL.

With the client's consent, ARCHON INTERNATIONAL may also supplement the information provided with information ARCHON INTERNATIONAL receives from other providers in order

to offer a more consistent and personalized experience in the client's interaction with ARCHON INTERNATIONAL.

For purposes of this Policy, clients include potential and existing clients, as well as clients and/or employees of clients.

1.3 THE USAGE OF PERSONAL INFORMATION

The client's Personal Information will only be used for the purpose for which it was collected and as agreed.

This may include:

- Providing products or services to clients and to carry out the transactions requested;
- Brokering commercial and/or industrial property sale, rental and/or development agreements between landlord and tenant;
- Conducting credit reference searches or- verification;
- Confirming, verifying, and updating client details;
- Conducting market or customer satisfaction research;
- For audit and record keeping purposes;
- In connection with legal proceedings;
- Providing communication in respect of ARCHON INTERNATIONAL and regulatory matters that may affect clients; and
- In connection with and to comply with legal and regulatory requirements or when it is otherwise allowed by law.

According to **section 10 of the POPIA**, personal information may only be processed if certain conditions, listed below, are met along with supporting information for ARCHON INTERNATIONAL's processing of Personal Information:

- The client consents to the processing: - consent is obtained from clients during the introductory, appointment and needs analysis stage of the relationship;
- The necessity of processing: in order to conduct an accurate analysis of the client's needs for purposes of the service required to be rendered to it by ARCHON INTERNATIONAL.
- Processing complies with an obligation imposed by law on ARCHON INTERNATIONAL and its affiliates;

- Processing is necessary for pursuing the legitimate interests of ARCHON INTERNATIONAL or of a third party to whom information is supplied: in order to provide ARCHON INTERNATIONAL clients with services both ARCHON INTERNATIONAL and any of our clients require certain personal information from the tenant or potential tenant in order to make an informed decision on the unique and specific property and/or service required.

1.4 DISCLOSURE AND COLLECTION OF PERSONAL INFORMATION

- 1.4.1 Consent to process client information is obtained from clients, or a person who has been given authorisation from the client to provide the client's personal information, during the introductory, appointment and needs analysis stage of the relationship.
- 1.4.2 Where ARCHON INTERNATIONAL receives a mandate from a client, containing personal information of that client's employees and/or client's, ARCHON INTERNATIONAL acts as operator, and the client as *responsible party*, of the personal information in question.
- 1.4.3 When acting as *operator* in terms of a mandate of a client which is a responsible party collecting personal information, ARCHON INTERNATIONAL will only hold, process and return the personal information in terms of their mandate.
- 1.4.4 ARCHON INTERNATIONAL may disclose a client's personal information to any of the ARCHON INTERNATIONAL companies or subsidiaries, joint venture companies and or approved product- or third-party service providers whose services or products clients elect to use. ARCHON INTERNATIONAL has agreements in place to ensure compliance with confidentiality and privacy conditions.
- 1.4.5 ARCHON INTERNATIONAL may also share client personal information with and obtain information about clients from third parties for the reasons already discussed above.
- 1.4.6 ARCHON INTERNATIONAL may also disclose a client's information where it has a duty or a right to disclose in terms of applicable legislation, the law in general, or where it may be deemed necessary in order to protect ARCHON INTERNATIONAL's rights.

1.5 SAFEGUARDING CLIENT INFORMATION

It is a requirement of the POPIA to adequately protect personal information. ARCHON INTERNATIONAL will continuously review its security controls and processes to ensure that personal information is secure.

The following procedures are in place in order to protect personal information of both internal and external stakeholders:

- 1.5.1 Each new employee will be required to sign an employment contract containing relevant consent clauses for the use and storage of employee information, or any other action so required, in terms of the POPIA;
- 1.5.2 Every employee currently employed within ARCHON INTERNATIONAL will be required to sign an addendum to their employment contracts containing relevant consent clauses for the use and storage of employee information, that they are bound to the confidentiality of client's personal information, non-disclosure of client's personal information and/or any other action so required, in terms of the POPIA;
- 1.5.3 ARCHON INTERNATIONAL's archived client information is stored on cloud based service provider servers (mainly Google Drive) which is also governed by the POPIA. Access is limited to these areas to authorized personnel.
- 1.5.4 Any physical documents obtained containing personal information is converted to electronic format by way of scanning to PDF or capturing it as electronic data. The physical documents are then discarded by way of shredding and disposing.
- 1.5.5 Any physical documents of which the original is required to be kept, either by law or for potential future proof of financial, audit or legal processes, is stored securely off site / on site in a safe to which only authorised individuals have access.
- 1.5.6 ARCHON INTERNATIONAL product suppliers and other third-party service providers will be required to sign a SERVICE LEVEL AGREEMENT guaranteeing their commitment to the Protection of Personal Information; this is however an ongoing process that will be evaluated and updated as needed.
- 1.5.7 All electronic files or data are BACKED UP on cloud based service provider servers (mainly Google Drive) which is also governed by the POPIA. Access is limited to these areas to authorized personnel.

1.5.8 ARCHON INTERNATIONAL limits the level of authorisation different employees have to information, having regard to the sensitivity of that information and how it can be used.

1.6 ACCESS AND CORRECTION OF PERSONAL INFORMATION

1.6.1 Clients have the right to access the personal information ARCHON INTERNATIONAL holds about them. Clients also have the right to ask ARCHON INTERNATIONAL to update, correct or delete their personal information on reasonable grounds. Once a client objects to the processing of their personal information, ARCHON INTERNATIONAL may and will no longer process said personal information. ARCHON INTERNATIONAL will take all reasonable steps to confirm a client's identity before providing details of their personal information or making changes to their personal information.

1.6.2 The details of ARCHON INTERNATIONAL's Information Officer and Head Office are as set out in the PAIA Manual above in part A of this document. A data subject wishing to exercise any of its rights as set out in paragraph 1, may direct their query to the Information Officer.

1.7 CROSS-TERRITORY TRANSFER OF INFORMATION

We may need to transfer your personal information to another country for processing or storage. We will ensure that anyone to whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to in terms of South African and International Laws applicable.

2. AMENDMENTS TO THIS POLICY

Amendments to, or a review of this Policy, will take place on an ad hoc basis or at least once a year. Clients are advised to access ARCHON INTERNATIONAL's website periodically to

keep abreast of any changes. Where material changes take place, clients will be notified directly or changes will be stipulated on the ARCHON INTERNATIONAL website.

3. RECORDS THAT CANNOT BE FOUND

If ARCHON INTERNATIONAL searches for a record and it is believed that the record either does not exist or cannot be found, the requester will be notified by way of an affidavit or affirmation. This will include the steps that were taken the attempt to locate the record.

C: POLICY ON THE RETENTION & CONFIDENTIALITY OF DOCUMENTS, INFORMATION AND ELECTRONIC TRANSACTIONS

1. PURPOSE

- 1.1 To exercise effective control over the retention of documents and electronic transactions:
 - 1.1.1 as prescribed by legislation; and
 - 1.1.2 as dictated by business practice.
- 1.2 Documents need to be retained in order to prove the existence of facts and to exercise rights ARCHON INTERNATIONAL may have. Documents are also necessary for defending legal action, for establishing what was said or done in relation to business of ARCHON INTERNATIONAL and to minimize ARCHON INTERNATIONAL's reputational risks.
- 1.3 To ensure that ARCHON INTERNATIONAL's interests are protected and that ARCHON INTERNATIONAL (herein after also referred to as "The Company") and clients' rights to privacy and confidentiality are not breached.
- 1.4 Queries may be referred to the Information Officer.

2. SCOPE & DEFINITIONS

2.1 Scope:

This policy is applicable to all documents and electronic transactions generated within and/or received by the Company.

2.2 Definitions:

2.2.1 **Clients** includes, but are not limited to, shareholders, debtors, creditors as well as the affected personnel and/or departments related to a service division of ARCHON INTERNATIONAL.

- 2.2.2 Confidential Information** refers to all information or data disclosed to or obtained by ARCHON INTERNATIONAL by any means whatsoever and shall include, but not be limited to:
- 2.2.2.1 financial information and records; and
 - 2.2.2.2 all other information including information relating to the structure, operations, processes, intentions, product information, know-how, trade secrets, market opportunities, customers and business affairs but excluding the exceptions listed in clause 4.1 hereunder.
- 2.2.3 Constitution** Constitution of the Republic of South Africa Act, 108 of 1996.
- 2.2.4 Data** refers to electronic representations of information in any form.
- 2.2.5 Documents** include books, records, security or accounts and any information that has been stored or recorded electronically, photographically, magnetically, mechanically, electro-mechanically or optically, or in any other form.
- 2.2.6 ECTA** Electronic Communications and Transactions Act, 25 of 2002.
- 2.2.7 Electronic communication** refers to a communication by means of data messages.
- 2.2.8 Electronic signature** refers to data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature.

2.2.9 **Electronic transactions** include e-mails sent and received.

2.2.10 **Operator** processes personal information for a responsible party in term of a contract or mandate, without coming under the direct authority of the responsible party. Operators have limited obligations under the POPIA

2.2.11 **PAIA** Promotion of Access to Information Act, 2 of 2000.

2.2.12 **Responsible Party** is the entity which determines the purpose of and means for processing personal information. This entity must comply with all of the requirements for lawful processing in POPI.

3. ACCESS TO DOCUMENTS

All ARCHON INTERNATIONAL's and client information must be dealt with in the strictest confidence and may only be disclosed, without fear of redress, in the following circumstances (also see clause 4.2 below):

- 3.1 where disclosure is under compulsion of law;
- 3.2 where there is a duty to the public to disclose;
- 3.3 where the interests of the Company require disclosure; and
- 3.4 where disclosure is made with the express or implied consent of the client.

4. DISCLOSURE TO THIRD PARTIES

4.1 All ARCHON INTERNATIONAL's employees have a duty of confidentiality and are bound by confidentiality agreements in relation to ARCHON INTERNATIONAL and its clients.

4.1.1 Information on clients: Our clients' right to confidentiality is protected in the Constitution and in terms of the ECTA. Information may be given to a third party if the client has consented in writing to that person receiving the information.

4.1.2 Requests for company information:

4.1.2.1 Formal requests of this nature are dealt with in terms of PAIA, which gives effect to the constitutional right of access to information held by the State or any person (natural and juristic) that is required for the exercise or protection of rights. Private bodies, like ARCHON INTERNATIONAL, must however refuse access to records if disclosure would constitute an action for breach of the duty of confidentiality owed to a third party.

4.1.2.2 In terms hereof, requests must be made in writing on the prescribed form to the Information Officer in terms of PAIA. The requesting party has to state the reason for wanting the information and has to pay a prescribed fee.

4.1.2.3 The Company's manual in terms of PAIA, which contains the prescribed forms and details of prescribed fees, is available on the ARCHON INTERNATIONAL website.

4.1.3 Confidential company and/or business information may not be disclosed to third parties as this could constitute industrial espionage. The affairs of the Company must be kept strictly confidential at all times.

4.2 ARCHON INTERNATIONAL views any contravention of this policy very seriously and employees who are guilty of contravening the policy will be subject to disciplinary procedures, which may lead to the dismissal of any guilty party.

5. STORAGE OF DOCUMENTS

5.1 Hard Copies

Documents are stored off site at a secured service provider.

5.1.1 Companies Act, No 71 of 2008

With regard to the Companies Act, No 71 of 2008 and the Companies Amendment Act No 3 of 2011, hardcopies of the documents mentioned below must be retained for seven years:

- Any documents, accounts, books, writing, records, or other information that a company is required to keep in terms of the Act;
- Notice and minutes of all shareholders meeting, including resolutions adopted and documents made available to holders of securities;
- Copies of reports presented at the annual general meeting of the company;
- Copies of annual financial statements required by the Act;
- Copies of accounting records as required by the Act;- Record of directors and past directors, after the director has retired from the company;
- Written communication to holders of securities and
- Minutes and resolutions of directors' meetings, audit committee and directors' committees.

Copies of the documents mentioned below must be retained indefinitely:

- Registration certificate ;
- Memorandum of Incorporation and alterations and amendments;
- Rules;
- Securities register and uncertified securities register;
- Register of company secretary and auditors and

- Regulated companies (companies to which chapter 5, part B, C and Takeover Regulations apply) – Register of disclosure of person who holds beneficial interest equal to or in excess of 5% of the securities of that class issued.

5.1.2 Financial Advisory and Intermediary Services Act, No 37 of 2002:

Section 18 of the Act requires a retention period of five years, except to the extent that it is exempted by the registrar for the below mentioned documents:

- Known premature cancellations of transactions or financial products of the provider by clients;
- Complaints received together with an indication whether or not any such complaint has been resolved;
- The continued compliance with this Act and the reasons for such noncompliance;
- And the continued compliance by representatives with the requirements referred to in section 13(1) and (2).

The General Code of Conduct for Authorized Financial Services Provider and Representatives requires a retention period of 5 years for the below mentioned documents:

- Proper procedures to record verbal and written communications relating to a financial service rendered to a client as are contemplated in the Act, this Code or any other Code drafted in terms of section 15 of the Act;
- Store and retrieve such records and any other material documentation relating to the client or financial services rendered to the client;
- And keep such client records and documentation safe from destruction;
- All such records must be kept for a period after termination to the knowledge of the provider of the product concerned or in any other case after the rendering of the financial service concerned.

5.1.3 Financial Intelligence Centre Act, No 38 of 2001:

Section 22 and 23 of the Act require a retention period of five years for the documents and records of the activities mentioned below:

- Whenever an accountable transaction is concluded with a client, the institution must keep record of the identity of the client;
- If the client is acting on behalf of another person, the identity of the person on whose behalf the client is acting and the client's authority to act on behalf of that other person;- If another person is acting on behalf of the client, the identity of that person and that other person's authority to act on behalf of the client;
- The manner in which the identity of the persons referred to above was established;
- The nature of that business relationship or transaction;
- In the case of a transaction, the amount involved and the parties to that transaction;
- All accounts that are involved in the transactions concluded by that accountable institution in the course of that business relationship and that single transaction;
- The name of the person who obtained the identity of the person transacting on behalf of the accountable institution;
- Any document or copy of a document obtained by the accountable institution.

These documents may also be kept in electronic format.

5.1.4 Tax Administration Act, No 28 of 2011:

Section 29 of the Tax Administration Act, states that records of documents must be retained to:

- Enable a person to observe the requirements of the Act;
- Are specifically required under a Tax Act by the Commissioner by the public notice;
- Will enable SARS to be satisfied that the person has observed these requirements.

Section 29(3)(a) requires a retention period of five years, from the date of submission for taxpayers that have submitted a return and an indefinite retention period, until the return is submitted, then a five year period applies for taxpayers who were meant to submit a return, but have not.

Section 29(3)(b) requires a retention period of five years from the end of the relevant tax period for taxpayers who were not required to submit a return, but had capital gains/losses or engaged in any other activity that is subject to tax or would be subject to tax but for the application of a threshold or exemption.

Section 32(a) and (b) require a retention period of five years but records must be retained until the audit is concluded or the assessment or decision becomes final, for documents indicating that a person has been notified or is aware that the records are subject to an audit or investigation and the person who has lodged an objection or appeal against an assessment or decision under the TAA.

5.1.5 Value Added Tax Act, No 89 of 1991:

Section 15(9), 16(2) and 55(1)(a) of the Value Added Tax Act and Interpretation Note 31, 30 March requires a retention period of five years from the date of submission of the return for the documents mentioned below:

- Where a vendor's basis of accounting is changed the vendor shall prepare lists of debtors and creditors showing the amounts owing to the creditors at the end of the tax period immediately preceding the changeover period;
- Importation of goods, bill of entry, other documents prescribed by the Custom and Excise Act and proof that the VAT charge has been paid to SARS;
- Vendors are obliged to retain records of all goods and services, rate of tax applicable to the supply, list of suppliers or agents, invoices and tax invoices, credit and debit notes, bank statements, deposit slips, stock lists and paid cheques;
- Documentary proof substantiating the zero rating of supplies;

- Where a tax invoice, credit or debit note, has been issued in relation to a supply by an agent or a bill of entry as described in the Customs and Excise Act, the agent shall maintain sufficient records to enable the name, address and VAT registration number of the principal to be ascertained.

5.2 ELECTRONIC STORAGE

5.2.1 The internal procedure of ARCHON INTERNATIONAL requires electronic storage of information. Important documents and information must be referred to and discussed with IT who will arrange for the indexing, storage, and retrieval thereof. This will be done in conjunction with the departments concerned.

5.2.2 Scanned documents: If documents are scanned, the hard copy must be retained for as long as the information is used or for 1 year after the date of scanning, with the exception of documents pertaining to personnel. Any document containing information on the written particulars of an employee, including: employee's name and occupation, time worked by each employee, remuneration and date of birth of an employee under the age of 18 years; must be retained for a period of 3 years after termination of employment.

5.2.3 Section 51 of the Electronic Communications Act No 25 of 2005 requires that personal information and the purpose for which the data was collected must be kept by the person who electronically requests, collects, collates, processes or stores the information and a record of any third party to whom the information was disclosed must be retained for a period of 1 year or for as long as the information is used.

It is also required that all personal information which has become obsolete must be destroyed.

6. DESTRUCTION OF DOCUMENTS

6.1 Documents may be destroyed after the termination of the retention period required for that specific document or piece of information. The Information Officer will request

departments to attend to the destruction of their documents and these requests shall be attended to as soon as possible.

- 6.2 Each department is responsible for attending to the destruction of its documents, which must be done on a regular basis. Files must be checked in order to make sure that they may be destroyed and also to ascertain if there are important original documents in the file. Original documents must be returned to the holder thereof, failing which, they should be retained by the Company pending such return.
- 6.3 After completion of the process in 6.2 above, the manager of the department shall, in writing, authorise the removal and destruction of the documents in the authorisation document. These records will be retained by the manager and be made available to the Information Officer upon request.
- 6.4 The documents are then made available for collection by the removers of the Company's documents, who also ensure that the documents are shredded before disposal. This also helps to ensure confidentiality of information.
- 6.5 Documents may also be stored off-site, in storage facilities approved by the Company.