

Contents

| | |
|-------------------------------------|---|
| Privacy policy | 2 |
| Collection of data | 2 |
| Employees | 2 |
| Suppliers (Donors)..... | 3 |
| Consent | 3 |
| Retention | 4 |
| Your legal rights | 4 |
| Changes to this policy | 4 |
| Information Technology Policy | 5 |
| Email Usage..... | 5 |
| Disclaimer..... | 5 |
| Security | 5 |
| Virus Protection | 6 |
| General..... | 6 |
| Email Disclaimer..... | 7 |
| Confidentiality Statement..... | 8 |

Privacy policy

Effective date: 16 June 2021

Free to Serve NPC is committed to protecting the privacy of personal information of our data subjects. The information you share with us as a data subject allows us to provide you with the best experience with our products and services, or as a stakeholder of [Company name].

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

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

Registered address: 373 Nooitgedaght Village, Kromme Rhee Road, Stellenbosch, 7605

Information officer contact details: Elna Snyman, Office@freetoserve.co.za

Collection of data

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

- a) From your employing company

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

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

Employees

Free to Serve NPC must process personal information of their employees for various legal and employment purposes. The information that will be processed is as follows:

| Personal information | Purpose for processing | Legal basis for processing |
|----------------------|--|---|
| Email Addresses | To contact you. | The data subject has given permission for the organisation to process their personal data for one or more processing activities |
| Physical Address | To carry out Free to Serve's contract with you and provide you with benefits and remuneration. | The data subject has given permission for the organisation to process their personal data for one or more processing activities |
| Telephone number | To contact you. | The data subject has given permission for the organisation to process their personal data for one or more processing activities |

| | | |
|-----------------|---|---|
| Banking details | To carry out Free to Serve's contract with you and provide you with benefits and remuneration. | The data processing activity is necessary to enter into or perform a contract with the data subject. |
| Marital Status | As part of employee benefits, there is pension and medical aid. This information will be given to the medical aid scheme and pension fund (should you identify your partner as a dependents or beneficiaries) | The data processing activity is necessary to enter into or perform a contract with the data subject. |
| ID number | To verify your identity, negotiate and enter into a contract with you or authorise you to perform work at Free to Serve's | The data processing activity is necessary to enter into or perform a contract with the data subject/ The data subject has given permission for the organisation to process their personal data for one or more processing activities |

Suppliers (Donors)

| | | |
|------------------|--------------------------|--|
| Email Address | To contact you. | The data subject has given permission for the organisation to process their personal data for one or more processing activities. |
| Name and surname | To verify your identity. | The data subject has given permission for the organisation to process their personal data for one or more processing activities |

Free to Serve NPC will keep your personal information confidential at all times, however, you agree and consent that Free to Serve NPC may:

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

Consent

Where the legal basis for us processing your personal information is consent as above, it will be included in the contract or agreement concluded with you. This consent may be withdrawn at any

time, however this withdrawal of consent will not make processing we undertook before your withdrawal unlawful. You will not suffer any detriment for withdrawing your consent.

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

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

Retention

Free to Serve NPC is required to comply with various different legislative retention periods, which leads to different retention requirements. As such we have opted for the longest retention period required from us for legal purposes and apply this to all our data. Your personal information will be kept for a period of [indicate period] in order for us to comply with all legal requirements.

Your legal rights

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

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

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

Changes to this policy

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

Information Technology Policy

Email Usage

- 2.2 The email facility must be used for business purposes only.
- 2.3 It is accepted that the EMPLOYEE may receive personal email provided that it is in the form of text messages only and does not include attachments in the form of video clips, executable files, graphic files, etc. It is also accepted that the EMPLOYEE may use the email facility for personal purposes but that the EMPLOYEE'S use as aforesaid is incidental to the business purpose. Any abuse of the email facility by the EMPLOYEE may result in the EMPLOYEE being refused permission to use the email facility for personal purposes.
- 2.4 The EMPLOYEE may not use the email facility to:
 - 2.4.1 Initiate or forward any chain message or other message which asks the recipient to forward the message to multiple other users, unless such message is required for purposes of the EMPLOYER'S business.
 - 2.4.2 Send unsolicited commercial email to persons with whom the EMPLOYER has no prior relationship.
 - 2.4.3 Send or receive email messages, files or attachments in excess of 2 megabytes (or any other size as may be determined/stipulated by MANAGEMENT from time to time), unless required for purposes of the EMPLOYER'S business.
 - 2.4.4 Send, download, display or store PROHIBITED MATERIAL. If any PROHIBITED MATERIAL is inadvertently received, the incident must be immediately reported to MANAGEMENT.
- 2.5 No EMPLOYEE may use another EMPLOYEE'S email facility unless authorised by MANAGEMENT.
- 2.6 The EMPLOYEE may not disguise his identity when using the email.
- 2.7 The EMPLOYEE may not alter the "from" line or any other indication of the origin of the email message.
- 2.8 The EMPLOYEE must adhere to the email operating procedures as issued from time to time.
- 2.9 All email correspondence sent or received in which an opinion is expressed or information is requested or given must be saved under Client Data in the applicable client folder in accordance with the procedure for the saving and naming of files on the network OR a hard copy of the email correspondence must be filed in the correspondence file for the particular client.
- 2.10 No EMPLOYEE may express an opinion or bind the EMPLOYER in email correspondence unless approved by MANAGEMENT.
- 2.11 When receiving emails from clients, personal information contained in these emails must be kept confidential.
 - 2.11.1 Where possible, emails must be acted upon and deleted as soon as possible,
 - 2.11.2 Emails will not be forwarded outside the company unless the client requested this.

Disclaimer

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

Security

- 5.1 Each EMPLOYEE must ensure that their computers are adequately protected against theft and damage.

5.2 All EMPLOYEES are responsible for ensuring the security, integrity and confidentiality of all data stored on the local memory of their computer, in particular any client data. In this regard, any flash disk used to store data must be securely kept at all times. If the EMPLOYEE is out of the office for extended periods of time, such EMPLOYEE is required to regularly store such data on the EMPLOYER'S COMPUTER SYSTEM.

5.3 If any device is stolen, the employee should report it immediately and steps should be taken to change all access passwords.

5.4 Employees should under no circumstances store any information on memory sticks, unless such memory sticks are password protected.

Virus Protection

6.1 The EMPLOYEE must ensure that the latest anti-virus protection software provided by the EMPLOYER has been installed on their computer and is permanently enabled.

6.2 If a virus is detected, the EMPLOYEE must immediately notify the IT Administrator.

6.3 Access to the Employer's COMPUTER SYSTEM

6.4 Only EMPLOYEES who are authorised users may have access to the EMPLOYER'S COMPUTER SYSTEM.

6.5 No EMPLOYEE may access, copy, alter or delete the data or files on the COMPUTER SYSTEM, save for the express consent of MANAGEMENT.

6.6 The EMPLOYEE is required to keep his username and password confidential and may not disclose it to any other person unless authorised by MANAGEMENT or unless required by the IT Consultant.

6.7 No EMPLOYEE is permitted to use any other EMPLOYEE'S username or password to access the COMPUTER SYSTEM, unless authorised by MANAGEMENT.

6.8 To assist EMPLOYEES to keep their password confidential, the following standards must be adhered to:

6.9 Passwords should not be printed or stored in any manner or form.

6.10 Passwords should have a minimum length of seven alpha numerical characters and may not be repeated within six changes of each other.

6.11 Obvious passwords should be avoided.

General

7.1 The EMPLOYER expects professional and moral conduct from its EMPLOYEES at all times. Accordingly, all EMPLOYEES are expressly prohibited from sending, receiving or downloading material either off the Internet, or through their email addresses, constituting PROHIBITED MATERIAL, whether written, in picture or in cartoon format.

7.2 The EMPLOYEE agrees that no email, even if it is addressed to him personally, is considered confidential, nor is his use of the EMPLOYER'S internet, use of the EMPLOYER'S intranet, use of the EMPLOYER'S electronic communication systems or use of the EMPLOYER'S COMPUTER SYSTEMS (including computers owned by the EMPLOYER) considered confidential.

7.3 The EMPLOYEE agrees that the EMPLOYER reserves the right to open and read all such communications, to intercept, monitor, filter, block and act upon his use of the email, internet, intranet, electronic communication systems or COMPUTER SYSTEMS (including computers owned by the EMPLOYER) and, if necessary, to return, re-direct or refer undesirable communication to any third party.

7.4 The EMPLOYEE agrees that he will have no claim of any nature whatsoever against the EMPLOYER for any losses, damages, costs or expenses arising out of or in connection with his use of the EMPLOYER'S email, internet, intranet, electronic communication systems or COMPUTER SYSTEMS

(including computers owned by the EMPLOYER) for personal purposes and has indemnified the EMPLOYER in respect thereof.

7.5 Should any EMPLOYEE breach the terms of this policy, formal disciplinary action will be taken against him and the EMPLOYER may charge the EMPLOYEE concerned with the cost of the usage of the internet/Email facility. Any breach by the EMPLOYEE of the provisions of this policy will be considered by the EMPLOYER in an extremely serious light and may result in the termination of the services of an EMPLOYEE.

Email Disclaimer

Personal information contained in emails received from clients will only be processed for the purposes obtained as disclosed in our privacy policy. Data subjects who email Free to Serve notes that even though personal information contained in emails may not be processed, it will be stored on the email server as part of the received email itself. Free to Serve has safeguards in place to ensure the confidentiality of this personal information. Our Privacy Policy and PAIA manual are on our website.

Confidentiality Statement

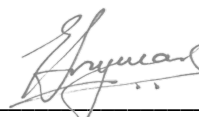
To the management of Free to Serve NPC

I, the undersigned Elna Snyman

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

Free To Serve

Employee Name



Signature

21 June 2021

Date