

**POLICY STATEMENT AND MANUAL OF: PROTECTION OF
PERSONAL INFORMATION AND THE RETENTION OF DOCUMENTS
FOR GRAYSTON ELLIOT (PTY) LIMITED
(hereinafter referred to as “GE”)
(Registration number: 2012/208649/07)
Last Updated: 30 June 2021**

**A: PROTECTION OF PERSONAL INFORMATION IN TERMS OF THE
PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013**

1 PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 GE POPI POLICY 2021

1.1 INTRODUCTION

GE is a tax advisory business that is obligated to comply with The Protection of Personal Information Act 4 of 2013 (“POPI”).

POPI requires the GE to inform their clients as to the manner in which their personal information is used, disclosed and destroyed. GE guarantees its commitment to protecting its client’s privacy and ensuring that their personal information is used appropriately, transparently, securely and in accordance with applicable laws.

The Policy sets out the manner in which the GE deals with their client’s personal information as well as and stipulates the purpose for which said information is used. The Policy is made available on the GE company website www.graystonelliott.co.za and by request from the GE head office.

1.2 PERSONAL INFORMATION COLLECTED

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

GE collects and processes clients’ personal information pertaining to the client’s advisory needs. The type of information will depend on the need for which it is collected and will be processed for that purpose only. Whenever possible, GE will inform the client as to the information required and the information deemed optional. Examples of personal information we collect include, but is not limited to:

- The client’s Identity number, name, surname, address, postal code, marital status, and number of dependants;

- Description of the client's residence, business, assets; financial information, banking details, etc.; and
- Any other information required by GE, suppliers and Insurers in order to provide clients with an accurate analysis of their Insurance needs.

GE aims to have agreements in place with all product suppliers, insurers and third-party service providers to ensure a mutual understanding with regard to the protection of the client's personal information. GE suppliers will be subject to the same regulations as applicable to GE.

With the client's consent, GE may also supplement the information provided with information GE receives from other providers in order to comply with its service undertaking towards the client.

For purposes of this Policy, clients include potential and existing 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 services to clients and to carry out the transactions requested;
- Conducting credit reference searches or- verification;
- Confirming, verifying and updating client details;
- For the detection and prevention of fraud, crime, money laundering or other malpractices;
- For audit and record keeping purposes;
- In connection with legal proceedings;
- Providing GE services to clients, to render the services requested and to maintain and constantly improve the relationship;
- Providing communication in respect of GE 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 POPI, personal information may only be processed if certain conditions, listed below, are met along with supporting information for GE processing of Personal Information:

- a) The client's consents to the processing: consent is obtained from clients during the introductory, appointment and needs analysis stage of the relationship;
- b) The necessity of processing: in order to conduct an accurate analysis of the client's needs for purposes of our advice.
- c) Processing complies with an obligation imposed by law on the GE;
- d) Processing protects a legitimate interest of the client — it is in the client's best interest to have a full and proper needs analysis performed in order to provide them with an applicable and beneficial service.
- e) Processing is necessary for pursuing the legitimate interests of the GE or of a third party to whom information is supplied — in order to provide GE clients with services both GE and any of our product suppliers require certain personal information from the clients in order to make an expert decision on the unique and specific service required.

1.4 DISCLOSURE OF PERSONAL INFORMATION

GE may disclose a client's personal information to any third-party service providers whose services or products clients elect to use. GE has agreements in place to ensure that compliance with confidentiality and privacy conditions.

GE may also share client personal information with, and obtain information about clients from third parties for the reasons already discussed above.

GE may also disclose a client's information where it has a duty or a right to disclose in terms of applicable legislation, the law, or where it may be deemed necessary in order to protect GE rights.

1.5 SAFEGUARDING CLIENT INFORMATION

It is a requirement of POPI to adequately protect personal information. GE 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:

1.5.1 THE GE INFORMATION OFFICER is Chemus Taljaard whose details are available below and who is responsible for the compliance with the conditions of the lawful processing of personal information and other provisions of POPI. He is assisted by Henry Isaacs who will function as the Deputy Information Officer;

1.5.2 THIS POLICY has been put in place taking account of the necessary legal requirements under the POPI Act with the assistance of third party service providers;

1.5.3 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 POPI;

1.5.4 GE archived client information is stored on a cloud service which is also governed by POPI, access is limited to these areas to authorized personal.

1.5.5 GE third party service providers will be required to sign a **UNDERTAKING** guaranteeing their commitment to the Protection of Personal Information; this is however a ongoing process that will be evaluated as needed.

1.5.6 All electronic files or data are **BACKED UP** by the IT service provider which is also responsible for system security that protects third party access and physical threats. The Group IT Division is responsible for Electronic Information Security; **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.

1.6 ACCESS AND CORRECTION OF PERSONAL INFORMATION

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

The details of GE's Information Officer and Office are as follows:

INFORMATION OFFICER DETAILS

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DEPUTY INFORMATION OFFICER DETAILS

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WEBSITE: www.graystonelliot.co.za

2. AMENDMENTS TO THIS POLICY

Amendments to, or a review of this Policy, will take place on an *ad hoc* basis or when required by law. Clients are advised to access GE's website periodically to keep abreast of any changes.

3. INFORMATION AS MAY BE PRESCRIBED UNDER SECTION 51(1)(F)

The Minister of Justice and Constitutional Development of the Republic of South Africa has not made any regulations in this regard.

4. INFORMATION REQUIRED IN TERMS OF SECTION 52 (2)

The Minister of Justice and Constitutional Development of the Republic of South Africa has not made any regulations in this regard.

5. RECORDS THAT CANNOT BE FOUND

If GE 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.

6. THE PRESCRIBED FORMS AND FEES

The prescribed forms and fees are available on the website of the Department of Justice and Constitutional Development at www.doj.gov.za under the regulations section.

B: 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 the Company may have. Documents are also necessary for defending legal action, for establishing what was said or done in relation to business of the Company and to minimize the Company's reputational risks.

1.3 To ensure that the Company's interests are protected and that the Company's and clients' rights to privacy and confidentiality are not breached.

1.4 Queries may be referred to the Company Secretary.

2. SCOPE & DEFINITIONS

2.1 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 the Company.

2.2.2 **Confidential Information** refers to all information or data disclosed to or obtained by the Company by any means whatsoever and shall include, but not be limited to:

2.2.1 financial information and records; and

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

3. CONTENTS

Available on request.

4. ACCESS TO DOCUMENTS

4.1 All Company 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):

4.1.1 where disclosure is under compulsion of law;

4.1.2 where there is a duty to the public to disclose;

4.1.3 where the interests of the Company require disclosure; and

4.1.4 where disclosure is made with the express or implied consent of the client.

4.2 Disclosure to 3rd parties:

All employees have a duty of confidentiality in relation to the Company and clients. In addition to the provisions of clause 4.1 above, the following are also applicable:

4.2.1 Information on clients: Our clients' right to confidentiality is protected in the Constitution and in terms of ECTA. Information may be given to a 3rd party if the client has consented in writing to that person receiving the information.

4.2.2 Requests for company information:

4.2.2.1 These 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 the Company, must however refuse access to records if disclosure would constitute an action for breach of the duty of secrecy owed to a third party.

4.2.2.2 In terms hereof, requests must be made in writing on the prescribed form to the Company Secretary, who is also 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.

4.2.3 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.

4.3 The Company 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*

5.1.1 Documents are stored in an archive different location.

5.1.2 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 7 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.

5.1.3 Consumer Protection Act, No 68 of 2008

The Consumer Protection Act seeks to promote a fair, accessible and sustainable marketplace and therefore requires a retention period of 3 years for information provided to a consumer by an intermediary such as:

- Full names, physical address, postal address and contact details;

- ID number and registration number;
- Contact details of public officer in case of a juristic person;
- Service rendered;
- Intermediary fee;
- Cost to be recovered from the consumer;
- Frequency of accounting to the consumer;
- Amounts, sums, values, charges, fees, remuneration specified in monetary terms;
- Disclosure in writing of a conflict of interest by the intermediary in relevance to goods or service to be provided;
- Record of advice furnished to the consumer reflecting the basis on which the advice was given;
- Written instruction sent by the intermediary to the consumer ;
- Conducting a promotional competition refer to Section 36(11)(b) and Regulation 11 of Promotional Competitions;
- Documents Section 45 and Regulation 31 for Auctions.

5.1.4 National Credit Act, No 34 of 2005

The National Credit Act aims to promote a fair and transparent credit industry which requires the retention of certain documents for a specified period.

Retention for 3 years from the earliest of the dates of which the registrant created, signed or received the document or from the date of termination of the agreement or in the case of an application for credit that is refused or not granted for any reason, from the date of receipt of the application which applies to the documents mentioned below:

Regulation 55(1)(b):

- Records of registered activities such as an application for credit declined;

- Reason for the decline of the application for credit;
- Pre-agreement statements and quotes;
- Documentation in support of steps taken in terms of section 81(2) of the Act;
- Record of payments made;
- Documentation in support of steps taken after default by consumer.

Regulation 55(1)(c) in respect of operations:

- Record of income, expenses and cash flow;
- Credit transaction flows;
- Management accounts and financial statements.

Regulation 55(1)(d) with regard to the Credit Bureau:

- All documents relating to disputes, inclusive of but not limited to, documents from the consumer;
- Documents from the entity responsible for disputed information;
- Documents pertaining to the investigation of the dispute;
- Correspondence addressed to and received from sources of information as set out in section 70(2) of the Act and Regulation 18(7) pertaining to the issues of the disputed information.

Regulation 55(1)(a) with regard to Debt Counsellors:

- Application for debt review;
- Copies of all documents submitted by the consumer;
- Copy of rejection letter;
- Debt restructuring proposal;
- Copy of any order made by the tribunal and/or the court and a copy of the clearance certificate.

Regulation 56 with regard to section 170 of the Act:

- Application for credit;
- Credit agreement entered into with the consumer.

Regulation 17(1) with regard to Credit Bureau information:

Documents with a required retention period of the earlier of 10 years or a rehabilitation order being granted:

- Sequestrations
- Administration orders.

Documents with a required retention period of 5 years:

- Rehabilitation orders
- Payment profile.

Documents with a required retention period of the earlier of 5 years or until judgment is rescinded by a court or abandoned by the credit provider in terms of section 86 of the Magistrate's Court Act No 32 of 1944:

- Civil Court Judgments

Documents with a required retention period of 2 years:

- Enquiries.

Documents with a required retention period of 1.5 years:

- Details and results of disputes lodged by the consumers.

Documents with a required retention period of 1 year:

- Adverse information.

Documents with an unlimited required retention period:

- Liquidation.

Documents required to be retained until a clearance certificate is issued:

- Debt restructuring.

5.1.7 Compensation for Occupational Injuries and Diseases Act, No 130 of 1993:

Section 81(1) and (2) of the Compensation for Occupational Injuries and Diseases Act requires a retention period of 4 years for the documents mentioned below:

- Register, record or reproduction of the earnings, time worked, payment for piece work and overtime and other prescribed particulars of all the employees.

Section 20(2) documents with a required retention period of 3 years:

- Health and safety committee recommendations made to an employer in terms of issues affecting the health of employees and of any report made to an inspector in terms of the recommendation;
- Records of incidents reported at work.

Asbestos Regulations, 2001, regulation 16(1) requires a retention period of minimum 40 years for the documents mentioned below:

- Records of assessment and air monitoring, and the asbestos inventory;
- Medical surveillance records;

Hazardous Biological Agents Regulations, 2001, Regulations 9(1) and (2):

- Records of risk assessments and air monitoring;
- Medical surveillance records.

Lead Regulations, 2001, Regulation 10:

- Records of assessments and air monitoring;
- Medical surveillance records.

Noise - induced Hearing Loss Regulations, 2003, Regulation 11:

- All records of assessment and noise monitoring;
- All medical surveillance records, including the baseline audiogram of every employee.

Hazardous Chemical Substance Regulations, 1995, Regulation 9 requires a retention period of 30 years for the documents mentioned below:

- Records of assessments and air monitoring;
- Medical surveillance records.

5.1.8 Basic Conditions of Employment Act, No 75 of 1997:

The Basic Conditions of Employment Act requires a retention period of 3 years for the documents mentioned below:

Section 29(4):

- Written particulars of an employee after termination of employment;

Section 31:

- Employee's name and occupation;
- Time worked by each employee;
- Remuneration paid to each employee;
- Date of birth of any employee under the age of 18 years.

5.1.9 Employment Equity Act, No 55 of 1998:

Section 26 and the General Administrative Regulations, 2009, Regulation 3(2) requires a retention period of 3 years for the documents mentioned below:

- Records in respect of the company's workforce, employment equity plan and other records relevant to compliance with the Act;

Section 21 and Regulations 4(10) and (11) require a retention period of 3 years for the report which is sent to the Director General as indicated in the Act.

5.1.10 Labour Relations Act, No 66 of 1995:

Sections 53(4), 98(4) and 99 require a retention period of 3 years for the documents mentioned below:

- The Bargaining Council must retain books of account, supporting vouchers, income and expenditure statements, balance sheets, auditor's reports and minutes of the meetings;

- Registered Trade Unions and registered employer's organizations must retain books of account, supporting vouchers, records of subscriptions or levies paid by its members, income and expenditure statements, balance sheets, auditor's reports and minutes of the meetings;
- Registered Trade Unions and employer's organizations must retain the ballot papers;
- Records to be retained by the employer are the collective agreements and arbitration awards.

Sections 99, 205(3), Schedule 8 of Section 5 and Schedule 3 of Section 8(a) require an indefinite retention period for the documents mentioned below:

- Registered Trade Unions and registered employer's organizations must retain a list of its members;
- An employer must retain prescribed details of any strike, lock-out or protest action involving its employees;
- Records of each employee specifying the nature of any disciplinary transgressions, the actions taken by the employer and the reasons for the actions;
- The Commission must retain books of accounts, records of income and expenditure, assets and liabilities.

5.1.11 Unemployment Insurance Act, No 63 of 2002:

The Unemployment Insurance Act, applies to all employees and employers except:

- Workers working less than 24 hours per month;
- Learners;
- Public servants;
- Foreigners working on a contract basis;
- Workers who get a monthly State (old age) pension;
- Workers who only earn commission.

Section 56(2)(c) requires a retention period of 5 years, from the date of submission, for the documents mentioned below:

- Employers must retain personal records of each of their current employees in terms of their names, identification number, monthly remuneration and address where the employee is employed.

5.1.12 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 5 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 5 year period applies for taxpayers who were meant to submit a return, but have not.

Section 29(3)(b) requires a retention period of 5 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 5 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.

5.1.13 Income Tax Act, No 58 of 1962:

Schedule 4, paragraph 14(1)(a)-(d) of the Income Tax Act requires a retention period of 5 years from the date of submission for documents pertaining to each employee that the employer shall keep:

- Amount of remuneration paid or due by him to the employee;
- The amount of employees tax deducted or withheld from the remuneration paid or due;

- The income tax reference number of that employee;
- Any further prescribed information;
- Employer Reconciliation return.

Schedule 6, paragraph 14(a)-(d) requires a retention period of 5 years from the date of submission or 5 years from the end of the relevant tax year, depending on the type of transaction for documents pertaining to:

- Amounts received by that registered micro business during a year of assessment;
- Dividends declared by that registered micro business during a year of assessment;
- Each asset as at the end of a year of assessment with cost price of more than R 10 000;
- Each liability as at the end of a year of assessment that exceeded R 10 000.

5.1.14 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 5 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 requires that 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 specified in this policy.

6.2 The destruction of documents 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 General 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 Registration.

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.