

**CREDIT APPLICATION, CREDIT AGREEMENT AND SURETYSHIP**

1. Trading name of business			
2. Registered name of business			
3. Previous trading/registered names			
4. Incorporated form of business		Reg. number of incorporation	
5. VAT registration number ( <i>attach certificate</i> )		Date of establishment of business	
6. Registered name of holding company			
7. Names of subsidiary and associate companies			
8. Business activities			
9. Delivery address			E mail
10. Postal address			Code
11. Registered address			Code
12. Contact person for orders		Tel and E-mail	
13. Contact person for accounts		Tel and E-mail	
14. Premises <input type="checkbox"/> owned or <input type="checkbox"/> leased? Name of landlord:			
15. Postal address of landlord			Code
16. Details of <input type="checkbox"/> Proprietors <input type="checkbox"/> Directors <input type="checkbox"/> Members <input type="checkbox"/> Partners			
17. Full name		ID No. (or date of birth)	
18. Residential address		% Shareholding/Interest	
19. Full name		ID No. (or date of birth)	
20. Residential address		% Shareholding/Interest	
21. How long has the proprietor(s) owned the business?			
22. Auditors / Financial officer's name			Tel
23. Banker's details: Institution		Branch	Date opened
24. Account name		Account number	On EFT?
25. Trade Reference 1: Name			Tel
26. Contact person and E-mail address			Credit limit R
28. Trade Reference 2: Name			Tel
29. Contact person and E-mail address			Credit limit R
30. Trade Reference 3: Name			Tel
31. Contact person and E-mail address			Credit limit R
32. Trade Reference 4: Name			Tel
33. Contact person and E-mail address			Credit limit R
34. List all sureties, cession of debtors, notarial bonds, factoring & judgements			

35. List all liquidations, business rescue, sequestrations against the business or its principals.			
36. Have moratoriums or offers of compromise ever been made to any creditors?			
37. Can the latest audited Financial Statements be made available?			What year?
38. Annual turnover or asset value is more than R1m		Yes	No
		If no, details:	
39. Order numbers used?		Credit requested R	

In this agreement the applicant is referred to as The Customer and Elvey Group, a division of Hudaco Trading (Pty) Ltd is referred to as the Company. Undersigned accepts the Standard Conditions of Agreement on the reverse side. The Customer acknowledges that any amount due for goods or services will be due unconditionally within 30 days from the end of the month in which a Tax Invoice was issued by The Company. Payments must be received on or before the last trading day of the calendar month in which payment is due. No cheque payments will be accepted as a payment method.

**I hereby certify that all above information is correct.**

The signatories guarantee payment to The Company for any debts incurred by the Customer and agree that the liability of the signatories will be for the full amount of the debts incurred by the Customer and that such amounts will become due and payable immediately upon any application for business rescue by the Customer or the provisional or final liquidation of the Customer. The signatories agree that the extent of the liability of the signatories will not be affected by any compromise or settlement reached with the Customer pursuant to any business rescue plan as provided for in the Companies Act 71 of 2008 or any offer of compromise pursuant to any insolvency process.

Signed: <i>(CEO / MD / Owner / Member / Partner / Director (with a resolution of the board))</i>	Place:	Date:
Printed name(s):	Corporate designation of signatory:	

## PERSONAL GUARANTEE

"I/We the Guarantor/s listed below, do hereby bind myself/ourselves jointly and severally as co-principal debtor with The Customer/s and for the primary continuing obligation for the proper and punctual payment by The Customer to The Company and/or its Cessionary/ies of all amounts whatsoever due and owing arising and whether out of or incidental to any and all Sales Agreement/s and the schedule/s thereto or any other supply made by The Company to The Customer from time to time and concluded between The Company and The Customer, whether actual or contingent, present or future and howsoever arising (the "Guaranteed Obligations");

I/We agree as a separate, additional, primary and continuing obligation to indemnify The Company and/or its Cessionary/ies, from time to time on demand, from and against all and any loss or damage incurred by The Company and/or its Cessionary/ies as a result of or pursuant to any of the Guaranteed Obligations being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever, whether or not known to The Company and/or its Cessionary/ies. The amount of such loss shall be the amount which The Company and/or its Cessionary/ies would otherwise have been entitled to recover from The Customer arising from the Guaranteed Obligations;

I/We shall promptly provide The Company and/or its Cessionary/ies with such information which is in my/our possession concerning me/us as The Company and/or its Cessionary/ies may from time to time reasonably require;

I/We shall ensure that my/our liabilities under this Guarantee will rank at least equal in point of priority and security with all such other present or future debts (both actual and contingent) which are secured to the same extent as such liabilities;

I/We renounce the benefits of excussion, division and cession of action, the nature and extent of which I/we acknowledge myself/ourselves to be aware;

I/We consent to the non-exclusive jurisdiction of the Magistrate's Court irrespective of whether the claim involved exceeds the monetary jurisdiction of such Court and provided also that The Company shall be entitled to institute action in any division of the High Court of South Africa having jurisdiction at its sole election;

I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and own client scale; I/We choose as my/our domicile for all purposes arising out of this guarantee, the address/es as set out below;

I/We warrant and represent that I/We have received and will continue to receive adequate value for the granting of this guarantee;

I/We agree that where it is contemplated that more than one person will sign as guarantor, I or any of us who may have signed as Guarantor shall be bound jointly and severally, irrespective of whether or not the other or others referred to will have executed this document or become bound in terms of this guarantee.

I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this guarantee shall be of any force or effect unless it is accepted in writing and signed by The Company and/or its Cessionary/ies, in the event of a cession in terms of the aforewritten Agreement.

I/We consent to The Company and/or its Cessionary/ies making enquiries about my/our credit record with any credit reference agency and any other party to confirm any details. The Company and/or its Cessionary/ies may also provide credit reference agencies with regular updates regarding how I/we manage my/our accounts including any failure to meet agreed terms and conditions. I/We agree that credit reference agencies may, in turn, make the records and details available to other credit grantors. I/We consent to a certificate, signed by any manager of The Company and/or its Cessionary/ies (whose appointment need not be proved by The Company) as to any amount due and/or

owing by the Guarantor/s in terms of or arising out of Guaranteed Obligations as prima facie (rebuttable) proof of the matters herein stated for all purposes.

I/We confirm and warrant that to the extent to which the provision of section 15 of the Matrimonial Act of 1984 may apply to me/ us, I/We have obtained the consent of our spouses to the granting of this Guarantee alternatively that I/We give this personal guarantee in the ordinary course of my business.

I/We confirm that I/we have read and understand the context of this agreement and Guarantee and/or Suretyship and sign it freely and voluntarily and that this document was completed in all respects at the time I signed same.

Signed as guarantor and co-principal debtor: <i>(CEO /MD / Owner / all Members /all Partners /all Directors)</i>	
Printed name(s):	Corporate designation of signatory:

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Printed name(s):	Corporate designation of signatory:

**DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION:**

- |                                  |  |
|----------------------------------|--|
| 1. Company Registration document | 2. Copy of signatories and directors' ID's         |
| 3. Copy of company letterhead    | 4. Copy of Vat certificate                         |
| 5. Proof of banking details      | 6. Copy of most recent annual financial statements |
| 7. Management accounts           | 8. Personal assets and liabilities                 |
| 9. Proof of operating address    | 10. Proof of residential address                   |

**FOR OFFICE USE:**

Trade references checked by	
Credit report requested by	
Salesperson involved	
Credit limit	
Terms	
Approved:	<i>Date:</i>

# SALES TERMS AND CONDITIONS

## Preamble:

In this document The Company refers to Elvey Group, a division of Hudaco Trading (Pty) Ltd and includes those trading entities of Elvey Security Technologies, Elvey Exports, Pentagon, Elvey Projects, TPA, Commercial ICT and Global Communications and any other trading entity forming a part of Elvey Group from time to time. The person or party signing this document binds itself to and accepts the Standard Conditions of Agreement herein and on the reverse side hereof.

1. The Customer agrees that (a) this Agreement represents the entire Agreement between the Customer and The Company and that no alterations or additions to this Agreement may be effected unless agreed to by both parties, reduced to writing and signed by the Customer and a duly authorised representative of The Company; (b) this Agreement will govern all future contractual relationships between the parties; (c) this Agreement is applicable to all existing debts and future debts between the parties; (d) this Agreement is final and binding and is not subject to any suspensive or resolutive terms or conditions; (e) any conflicting conditions stipulated by the Customer are expressly excluded; (f) these terms supersede all previous conditions of Agreement without prejudice to any securities or guarantees held by The Company which shall remain of full force and effect.

2.1 This Agreement shall become operative and shall only bind The Company upon signature of this Agreement by a duly authorised representative of The Company.

2.2 Any order only becomes final and binding on receipt and acceptance of such order in writing by The Company at its business address per clause 2.1.

**3.1 The signatory hereto hereby binds himself / herself in his / her personal capacity as Shareholder (in the case of a company), Member (in the case of a close corporation) or Owner or Partner as surety and co-principal debtor jointly and severally for the full amount due to The Company and agrees that these Standard Conditions will apply in the exact same way to him / her.**

**3.2 The signatories guarantee payment to The Company for any debts incurred by the Customer and agree that the liability of the signatories will be for the full amount of the debts incurred by the Customer and that such amounts will become due and payable immediately upon any application for business rescue by the Customer or the liquidation of the Customer. The signatories agree that the extent of the liability of the signatories will not be affected by any compromise or settlement reached with the Customer pursuant to any business rescue plan as provided for in the Companies Act 71 of 2008.**

4. The Customer acknowledges that it does not rely on any representations made by The Company in regard to the goods and services or any of its qualities leading up to this Agreement other than those contained in this Agreement. All specifications, price lists, performance figures, advertisements, brochures and other technical data furnished by The Company in respect of the goods or services orally or in writing will not form part of the Agreement in any way unless agreed to in writing by The Company and no representation, warranty, statement or advertisement shall be binding on The Company under any circumstances, the Customer indemnifying the Company and holds it free and harmless from any claim of any nature and howsoever arising.

5.1 The Customer agrees that neither The Company nor any of its employees will be liable for any negligent or innocent misrepresentations made to the Customer.

5.2 It is the sole responsibility of the Customer to determine that the goods or services ordered are suitable for the purposes of intended use.

5.3 The Customer agrees to pay all additional costs resulting from any acts or omissions by the Customer including suspension of work, modification of requirements, failure or delay in giving particulars required to enable work to proceed on schedule or requirements that work be completed earlier than agreed.

5.4 The Company reserves the right at its sole discretion to provide alternative goods of the same quality and quantity at the prevailing prices to those ordered by the Customer should such goods be superseded, replaced or their manufacture terminated.

6.1 All quotations will remain valid for a period of 7 calendar days from date of the quotation or until the date of issue of a new Price List, whichever occurs first.

6.2 All quotations are subject to the availability of the goods or services and subject to correction of good faith errors by The Company and any price quoted shall be subject to variation up to the time of delivery in relation to any fluctuations of the cost price of the goods or forex fluctuations.

6.3 All prices quoted by The Company are subject to increases caused by increases from the suppliers, currency fluctuations or inflationary effects of the local economy. If the Customer disputes the amount of increase, the amount of the increase may be certified by any independent auditor and such certificate shall be final and binding on the Customer.

6.4 The Customer hereby confirms that the goods or services on any Tax Invoice issued duly represent the goods or services ordered by The Customer at the prices agreed to by The Customer and, where delivery / performance has already taken place, that the goods or services were inspected and that The Customer is satisfied that these conform in all respects to the quality and quantity ordered and are free from any defects.

6.5 The Customer agrees that goods will only be accepted for credit, at the sole discretion of The Company, if the goods are returned to the premises of The Company within 7 days from the date of delivery in an unused condition, complete in the original packaging and with the original tax invoice. If the goods are accepted by The Company, a handling fee as per the Standard Rates of The Company (available on request) will be charged to the Customer. The Company shall not under any circumstances be obliged to accept any returns as contemplated in this clause.

6.6 The Customer agrees that if the Customer specifically requires The Company to manufacture and/or supply goods to the Customer's specification, The Company accepts no responsibility for the efficiency or workability of such goods so specifically manufactured and/or supplied for the Customer. Specially manufactured or supplied goods will not be accepted for credit under any circumstances.

6.7 Notwithstanding the provisions of clause 1 above, all orders or agreed variations to orders, whether orally or in writing, shall be binding and subject to these Standard Conditions of Agreement and may not be revoked by the Customer.

6.8 The Company shall be entitled in its sole discretion to split the delivery / performance of the goods or services ordered in the quantities and on the dates it decides.

6.9 The Company shall be entitled to invoice each delivery / performance made separately.

6.10 Unless otherwise agreed in writing, in the case of export of goods to The Customer outside the Republic of South Africa, delivery and risk shall be governed by the Incoterms specified in the Commercial invoice. In all other instances delivery to the Customer takes place at the place of business of The Company and prima facie proof of delivery to The Customer shall be by means of the delivery note (copy or original) signed by The Customer or proof of delivery to the nominated address of The Customer.

6.11 The risk of damage to, destruction or theft of goods shall pass to the Customer on acceptance of any order placed in terms of this Agreement and the Customer undertakes to comprehensively insure the goods from that date onwards. The Company may, at its election, recover insurance premiums from the Customer for such ordered and uninsured goods. There shall be no obligation on The Company to take any cover over any goods, The Customer shall remain full responsible for insuring any risk contemplated in this clause and the remaining provisions of this agreement.

6.12 Delivery and performance times quoted are merely estimates and are not binding on The Company.

6.13 If The Company agrees to engage a third party to transport the goods, The Company is hereby authorised to engage a third party on the Customer's behalf and at the Customer's sole cost and expense and on the terms deemed fit by The Company, unless specified to the contrary by the Customer.

6.14 The Customer indemnifies The Company against any claims against The Company that may arise from such agreement in clause 6.13.

6.15 Repair times and repair costs given are merely estimates and are not binding on The Company.

6.16 Any item handed in for repair may be sold by The Company to defray the cost of such repairs if the item remains uncollected for 30 calendar days of the repairs being completed.

6.17.1 All goods taken on demonstration by the Customer are deemed sold if not returned within 60 calendar days of issue in the original condition, in the original packaging and with all accessories and manuals intact.

6.17.2 All goods taken on a consignment basis by the Customer are deemed sold if not returned, on demand of The Company, to the premises of The Company, in the original condition, in the original packaging and with all accessories and manuals intact. The Company shall not be obliged to provide any goods to the Customer on consignment unless The Company has agreed thereto in writing.

6.18 The Customer acknowledges that it is aware of fraudulent activities which are perpetrated whereby a change of banking details is advised on The Company letterhead or by other means. The Customer agrees that any payment made to any other bank account shall not constitute a valid discharge of the Customer's obligation to make such payment. The Customer shall be obliged to notify The Company of any receipt by it of a notification of change of banking details and shall only give effect thereto if same is confirmed telephonically and in writing by the Financial Director of The Company. All loss suffered as a result of any amounts being paid by the Customer into any bank account other than the account of The Company due to any error on the part of the Customer or any of its employees or as a result of the Customer or its employees not complying with the foregoing provisions of this clause or otherwise shall be borne solely by the Customer.

7.1 New goods are guaranteed according to the Manufacturer's product specific warranties only and all other guarantees including common law guarantees are hereby specifically excluded. The parts that are used in goods being repaired are guaranteed according to the Manufacturer's product specific warranties.

7.2 Liability under clause 7.1 is restricted to the cost of repair or replacement of faulty goods or services or granting of a credit at the sole discretion of The Company.

7.3 No claim under this Agreement shall arise unless the Customer has, within 14 days of an alleged breach of contract and/or defect occurring, given The Company written notice by prepaid registered post of such breach or defect, and has afforded The Company at least 30 days to rectify such defector breach and is subject to the limitations referred to in 7.2 above.

7.4 To be valid, claims must be supported by the original Tax Invoice.

7.5 The Customer shall return any defective moveable goods to the premises of The Company at the Customer's own cost and packed in the original or suitable packaging and all risks for the duration of repair remain with the Customer.

7.6 All guarantees are immediately null and void should any goods be tampered with or should the Customer try to fix the goods or should the seals on goods be broken by anyone other than The Company or should the goods be used or stored outside the Manufacturer's specifications.

7.7 Any item delivered to The Company shall serve as pledge in favour of The Company for present and past debts and The Company shall be entitled to retain or realise such pledges as it deems expedient at the value as determined in clause 15.1. The sworn or realised value of pledged goods will be offset against the Customer's debts any excess balance will be paid to the Customer.

8.1 Under no circumstances shall The Company be liable for any direct, indirect, special or consequential damages including loss of profits or for any delictual liability of any nature whatsoever whether caused negligently or innocently.

8.2 Under no circumstances shall The Company be liable for any damage arising from any misuse, abuse or neglect of the goods or services.

9. Delivery of the goods or services to the Customer shall take place at the place of business of The Company.

10.1 The Customer agrees that the amount contained in a Tax Invoice issued by The Company shall be due and payable unconditionally (a) cash on order; or (b) if the Customer is a Credit Approved Customer, within 30 days from the end of the month in which a Tax Invoice has been issued by The Company. Payments must be received on or before the last trading day of the calendar month in which payment is due.

10.2 The Customer agrees to pay the amount on the Tax Invoice at the offices of The Company.

11.1 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature shall be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by The Company, reduced to writing and signed by the Customer and a duly authorised representative of The Company.

11.2 The Customer is not entitled to set off any amount due to the Customer by The Company against this debt.

11.3 All discounts shall be forfeited if payment in full is not made on the due date.

12.1 The Customer agrees that the amount due and payable to The Company may be determined and proven by a certificate issued and signed by any director or manager of The Company, whose authority need not be proven or by any independent auditor. Such certificate shall be binding and shall be prima facie proof of the indebtedness of the Customer.

12.2 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

13.1 The Customer agrees that interest shall be payable at the maximum legal interest rate prescribed by the National Credit Act 34 of 2005 if that Act is applicable, or at double the repo-rate as declared by the Reserve Bank from time to time if that Act is not applicable, on any moneys past due date to The Company and that interest shall be calculated daily and compounded monthly from the date of acceptance of the order.

14.1 The Customer agrees that if an account is not settled in full (a) against order; or (b) within the period agreed in clause 10.1 above in the case of a Credit Approved Customer; The Company is: (i) entitled to immediately institute action against the Customer at the sole expense of the Customer; or (ii) to cancel the Agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other right The Company may be entitled to in terms of this Agreement or in law. The Company reserves its right to stop supply immediately on cancellation or on non-payment.

14.2 A Credit Approved Customer will forthwith lose this approval when payment is not made according to the conditions of clause 10.1(b) and all amounts then outstanding shall immediately become due and payable.

14.3 The Company shall be entitled to withdraw credit facilities at any time within its sole discretion.

15.1 In the event of cancellation, the Customer shall be liable to pay (a) the difference between the selling price and the value of the goods at the time of repossession and (b) all other costs incurred in the repossession of the goods. The value of repossessed or retained pledged goods shall be deemed to be the value placed on them by any sworn valuator after such repossession, and such valuation shall be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

15.2 In the event of cancellation of the Agreement by The Company, it shall be entitled to repossess any goods that have been delivered to the Customer and remains unpaid by the due date.

15.3 In the event of cancellation of the Agreement by The Company, it is entitled not to produce any unmade balance of a contract and to recover any loss sustained thereby from the Customer.

16.1 All goods supplied by The Company remain the property of The Company until such goods have been fully paid for whether such goods are attached to other property or not. The Company strictly reserves its right of ownership in and to any goods until paid for in full.

16.2 The Customer is not entitled to sell or dispose of any goods unpaid for without prior written consent of The Company. The Customer shall not allow the goods to become encumbered in any manner prior to full payment thereof and shall advise third parties of the rights of The Company in the goods.

16.3 If any goods supplied to the Customer are of a generic nature and have become the property of the Customer by operation of law (**confusio** or **commixtio**) the Customer shall be obliged on notice of cancellation of the Agreement to retransfer same quantity of goods in ownership to The Company.

17.1 The Customer shall be liable to The Company for all legal expenses on the attorney-and-own-client scale incurred by The Company in the event of (a) any default by the Customer or (b) any litigation in regard to the validity and enforceability of this Agreement. The Customer shall also be liable for any tracing, collection or valuation fees incurred as well as for any costs, including stamp duties, for any form of security that The Company may demand.

17.2 The Customer agrees that The Company will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Uniform Rules of Court.

18. The Customer agrees that no indulgence whatsoever by The Company will affect the terms of this Agreement or any of the rights of The Company and such indulgence shall not constitute a waiver by The Company in respect of any of its rights herein. Under no circumstances will The Company be estopped from exercising any of its rights in terms of this Agreement.

19. The Customer hereby consents that The Company shall have the right, at its sole discretion, to institute any legal action in any of the Magistrate's Court, Regional Court or any division of the High Court at its sole discretion. These South African courts shall have exclusive jurisdiction in any litigation between the parties arising from whatsoever source.

20.1 Any document shall be deemed duly presented to and accepted by the Customer (i) within 3 days of registered delivery by courier to any of the Customer's business addresses or to the personal address of any director, member or owner of the Customer; or (ii) on being delivered by hand to the Customer or any director, member or owner of the Customer; or (iii) within 24 hours of being e-mailed to any e-mail address provided by the Customer.

20.2 The Customer chooses its address for any notification or service of legal documents or processes as the business address or the physical addresses (domicilium citandi et executandi) of any Director (in the case of a company), Member (in the case of a close corporation) or of the Owner(s) or Partner(s).

20.3 The Customer undertakes to inform The Company in writing within 7 days of any change of Director, Member, Shareholder, Owner or Partner or address or 14 days prior to selling or alienating the Customer's business and failure to do so will constitute a material breach of this Agreement. Upon receipt of such written notification, The Company reserves the right, at its sole discretion, to withdraw any credit facility advanced to the Customer.

20.4 The Customer hereby consents to the storage and use by The Company of the personal information that it has provided to The Company for establishing its credit rating and to The Company disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Customer agrees that The Company will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.

20.5 The Customer hereby consents that The Company can provide personal information of the Customer to third parties, if the Customer has indicated The Company as a trade reference to third parties and the Customer agrees that The Company will not be liable for the good faith disclosure of any of this information to such third parties.

21. The Customer agrees to the Standard Rates of The Company for any goods or services rendered, which rates may be obtained on request.

22. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

23. Any order is subject to cancellation by The Company due to acts of God or any circumstance beyond the control of The Company, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour disputes, fire, flood, drought or legislation, epidemic or pandemic.

24. Any order is subject to cancellation by The Company if the Customer breaches any term of this Agreement or makes any attempt of compromise, liquidation, sequestration, business rescue, termination or judgement is recorded against the Customer or any of its principals.

25. The Customer agrees that The Company will be immediately and irrevocably released from any contractual damages and penalty obligations should any event in clause 23 or 24 occur.

26. The Customer consents to The Company providing personal details to its cessionary/ies, subsidiaries and associated entities and other departments for purposes of marketing and referring potential business opportunities from and by its cessionary/ies, subsidiaries and associated entities as well as for credit assessment purposes.
27. All accountable institutions are required to identify their clients as required by the Financial Intelligence Centre Act No 38 of 2001. The Customer therefore consent to The Company carrying out identity and fraud prevention checks and sharing information relating to this application through the South African Fraud Prevention Service.
28. The Customer certifies that to the best of his/her knowledge and belief the information given to the Company is correct and he/she is not aware of any matters of circumstances which have not been disclosed in writing which might influence The Company's decision. The Customer further certifies that there are no writs, summonses, judgements, petitions, winding up order or pending applications for liquidation or threatened against the Applicant or its directors/shareholders. The Customer undertakes irrevocably to notify the Company in writing from time to time immediately should any fact or circumstance arise which might or could affect the Company's decision to grant or continue to grant the Customer any credit.
29. The Customer warrants that the Annual Turnover and/or Net Asset Value is true and correct and acknowledge that The Company has relied on such warranty in determining the legal framework of the credit facility.
30. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clauses 5.1, 19 and 20.6.
31. If the Consumer Protection Act 68 of 2009 is applicable the following clauses shall not be applicable to this Agreement: clauses 5.1, 6.2, 6.4, 6.11, 7.1, 7.2, 7.3, 7.4, 7.5, 8.1, 11.2, 13.2, 17.1, 19, 20.1, 20.2, 20.6.
32. This Agreement and its interpretation is subject to South African law.
33. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013: The parties record and agree that The Company shall be entitled to process, store and utilise any and all personal information I have disclosed in this Credit Application. The Company shall process, store and utilise such information in order to perform its obligations underpinning this application for credit, to make an assessment whether to grant credit or not and to market services and goods which relate to the object of this Credit Application. The Customer and Guarantor each have the right to update their information and to withdraw any consent provided herein although that may lead to a reassessment of The Company's decision to grant or extend any financial facilities.

**34. SPECIAL PROVISIONS: RIGHT TO TERMINATE SERVICE WITHOUT NOTICE: The parties hereto record and agree that The Company shall have the sole discretion and automatic right to terminate the provision of any services or access to any systems controlled by the Company and accessed by the Customer or its end-users on 48 hours written notice given by email should the Customer fail to make payment of any amount due to The Company. The Customer by its signature hereto indemnifies The Company and holds The Company and all of its Directors, Shareholders, Employees, Contractors and Officers free and harmless from any cost or claim arising from or suffered by The Customer or any of its end-users arising howsoever from any action taken by The Company in regard to this clause 34.**

I/We confirm that I/we have read and understand the context of these Sales Terms and Conditions and sign it freely and voluntarily.

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35. The Customer consents to The Company providing personal details to its cessionary/ies, subsidiaries and associated entities and other departments for purposes of marketing and referring potential business opportunities from and by its cessionary/ies, subsidiaries and associated entities as well as for credit assessment purposes.
36. All accountable institutions are required to identify their clients as required by the Financial Intelligence Centre Act No 38 of 2001. The Customer therefore consent to The Company carrying out identity and fraud prevention checks and sharing information relating to this application through the South African Fraud Prevention Service.
37. The Customer certifies that to the best of his/her knowledge and belief the information given to the Company is correct and he/she is not aware of any matters of circumstances which have not been disclosed in writing which might influence The Company's decision. The Customer further certifies that there are no writs, summonses, judgements, petitions, winding up order or pending applications for liquidation or threatened against the Applicant or its directors/shareholders. The Customer undertakes irrevocably to notify the Company in writing from time to time immediately should any fact or circumstance arise which might or could affect the Companies decision to grant or continue to grant the Customer any credit.
38. The Customer warrants that the Annual Turnover and/or Net Asset Value is true and correct and acknowledge that The Company has relied on such warranty in determining the legal framework of the credit facility.
39. If the National Credit Act 34 of 2005 is applicable the following clauses shall not be applicable to this Agreement: clauses 5.1, 19 and 20.6.
40. If the Consumer Protection Act 68 of 2009 is applicable the following clauses shall not be applicable to this Agreement: clauses 5.1, 6.2, 6.4, 6.11, 7.1, 7.2, 7.3, 7.4, 7.5, 8.1, 11.2, 13.2, 17.1, 19, 20.1, 20.2, 20.6.
41. This Agreement and its interpretation is subject to South African law.
42. PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013: The parties record and agree that The Company shall be entitled to process, store and utilise any and all personal information I have disclosed in this Credit Application. The Company shall process, store and utilise such information in order to perform its obligations underpinning this application for credit, to make an assessment whether to grant credit or not and to market services and goods which relate to the object of this Credit Application. The Customer and Guarantor each have the right to update their information and to withdraw any consent provided herein although that may lead to a reassessment of The Company's decision to grant or extend any financial facilities.

**43. SPECIAL PROVISIONS: RIGHT TO TERMINATE SERVICE WITHOUT NOTICE: The parties hereto record and agree that The Company shall have the sole discretion and automatic right to terminate the provision of any services or access to any systems controlled by the Company and accessed by the Customer or its end-users on 48 hours written notice given by email should the Customer fail to make payment of any amount due to The Company. The Customer by its signature hereto indemnifies The Company and holds The Company and all of its Directors, Shareholders, Employees, Contractors and Officers free and harmless from any cost or claim arising from or suffered by The Customer or any of its end-users arising howsoever from any action taken by The Company in regard to this clause 34.**

I/We confirm that I/we have read and understand the context of these Sales Terms and Conditions and sign it freely and voluntarily.

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Doc Title:	POPIA PRIVACY POLICY
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## PRIVACY NOTICE

Elvey Group (Elvey Security Technologies, Global Communications, Commercial ICT, SS Telecoms).

This Privacy Notice explains how Elvey Security Technologies, Global Communications, Commercial ICT, SS Telecoms established in the Republic of South Africa (collectively referred to herein as the "**Elvey Group**" or "**we**") is responsible for processing your personal information, the purposes for which we process and use your personal information, the way we protect your personal information and your rights in respect of your personal information.

### 1. Our Commitment with your Privacy

At the Elvey Group, we are aware that all people who collaborate with us (including job candidates, employees, former employees, customers, and contractors) have the right to privacy and the protection of their personal information. Therefore, we are concerned to establish and maintain in force controls, measures and procedures that allow us to protect the personal information of all identifiable, living natural persons and identifiable existing juristic persons who interact with us in compliance with the provisions of the Protection of Personal Information Act 4 of 2013 ("**POPIA**"), its regulations and any other applicable regulations concerning data protection.

This Privacy Notice is intended to inform our customers, contractors, job candidates, employees, and former employees (collectively, "**Data Subjects**" or "**you**") of the privacy policies and practices that govern the Elvey Group and the rights that you enjoy.

### 2. Why is it important for me to read this Notice?

This Notice details how the Elvey Group use your personal information and the rights you have. Please take a minute to review this information.

This Privacy Notice provides information relevant to:

- i. Any person who sends us their curriculum vitae or who in any other manner is involved in a recruitment and selection process with us (the "**Candidates**").
- ii. Persons who are employed by the Elvey Group under an employment contract (the "**Employees**").
- iii. Persons who may be included include students, interns, those on learnerships and apprenticeships, in-service training, etc.
- iv. Any person who enters the premises and who provide personal information, including visitors, inspectors, government officials, union officials).
- v. External contractors, either by providing professional services on their own or employed by any company providing services to the Elvey Group, including independent contractors, sub-contractors, agents, and expatriates (the "**External Contractors**"); and
- vi. External customers to whom we provide services in terms of a contractual relationship. These services may be provided either directly by us or indirectly through third party sub- contractors appointed by us to provide services to our customers ("**Customers**").

Unless specifically stated otherwise, the term "**you**" in this Notice refers to any of the groups of persons referred to herein, unless a reference to a particular group is made in this Privacy Notice. Although, the purposes for processing the personal information of each of the groups referred to above may be different, in general, we are concerned to protect such information in the same manner, in compliance with POPIA. Therefore, unless specifically stated otherwise in this Notice, the terms ("**you**" and/or "**Data Subjects**") include Candidates, Employees, Contractors, Customers and/or any of the persons stated above. For purposes of clarity with our Candidates and our Contractors, it is noted that this Privacy Notice does not constitute a job offer or an employment contract, or an indication of any form of association with the group.

### 3. Personal information we collect from you

The Elvey Group has and will continue to assess the state of personal information to which the Group has access to, and which it stores. The Group has assessed all the personal information and determined why the information is required, for what period it is required, how and why it is processed whether it is required for further processing to third parties, how that information is safely stored, the destruction of non-relevant or complaint information, and the required consent for the information.



Once the purpose of retaining the information is no longer valid, and where necessary, it will be destroyed or deidentified.

The personal information we collect from you depends on the relationship you have with us, whether as a Candidate, an Employee, Contractor or Customer and/or any of the persons stated in item 2 above. The personal information we can request from you is listed below. The information that is collected will only be done with a defined purpose, and the storage and destruction of it will be aligned to the policy and procedures of the group. The information can include in the following, but depending on the reason for collecting the information, will not include all the following:

**A. Identification Information:** In respect of natural persons, this information relates to any information that allows you to be differentiated from other natural persons. This information, where relevant, includes, amongst others: your name, gender, race, marital status, date of birth, age, biometric information, photographs, passport number, drivers' license, location information, online identifier, and personal identification number. In respect of juristic persons, this information includes, amongst others: the company name, the company registration number, the company tax number, the company VAT registration number, the company's corporate structure, its directors, shareholders and members, the company's composition, and business operations. Depending on the purpose for which we require the identification information, we may request copies of any associated credentials.

**B. Contact Information:** In respect of natural persons, this information, where relevant, relates to information that allows us to keep in touch with you. This information could include your home address, work address, e-mail, private phone number or other phone number contact, such as cellphone number. In respect of juristic persons, this information relates to information that allows us to keep in touch with you. This information could include the company's physical addresses, the company's telephone numbers, telefax numbers, email addresses and website address.

**C. Employment Information:** In respect of natural persons, employees, independent subcontractors, interns, students, in-service trainees, etc. this information, where relevant, relates to information concerning your previous employment or current employment, your title and position, whether in our company or the company in which you work; working experience, professional experience, information relating to your spouse or partner and to your children, information related to training that you have taken, evaluations, professional profile, disciplinary actions, the reasons for the termination of your employment contract and your criminal behavior to the extent that such information relates to the commission of an alleged offence or to any proceedings in respect of which you are alleged to have committed an offence, among others.

**D. Academic Information:** In respect of natural persons, this information, where relevant, relates to information that allows us to know your professional orientation, including: your schooling, educational background, specialization, level of specialization, degrees, certificates, and recognition among others relevant to the position under application or the possibility of promotion to another position within the group.

**E. Financial Information:** In respect of natural persons, this information relates to the relevant information regarding the financial information of the individual obtained directly from that person, who includes banking details, tax registration number, medical aid and/or provident fund details, etc. In respect of juristic persons, this information relates to the company's banking account details and associated identifiers, credit ratings, payment history and financial standing, including statements of account, among others.

**F. Health information:** Generally, where relevant, we will obtain a psychological assessment of our Candidates and Contractors through psychometric tests or another similar test. We may also require to be furnished with an employee's pregnancy status for the purposes of determining maternity leave. We will also collect information pertaining to your physical or mental health or disability if you are an Employee, in the event of incapacity or disability investigations, or the inherent requirement of the job require such an investigation.

**G. Biometric data:** In some cases, the fingerprints, photographs and signatures of the Employees and some Contractors are obtained to allow them access to certain facilities for attendance, security and health and safety purposes.

**H. Electronic Records:** This information includes, where relevant, certain information that is obtained when you access our website or access our facilities and include: (i) data that is obtained through cookies on our websites, such as IP address with which you access the website, user preferences, type of browser, activity on the site, and previously visited page; (ii) records of images and/or voice obtained through video

surveillance systems, which are obtained when you visit our facilities; and (iii) in the case of employees, electronic records that are obtained when the Employee uses our computer systems (including equipment and telecommunication networks and IT systems). The latter information may include access to electronic, network or communications equipment, the use of such systems and tools (including the Elvey Group's e-mail and the Internet) and its geolocation. Employee activity on their devices may be monitored for the purpose of maintaining your safety, as well as the Elvey Group's safety, the safety of its employees and assets; and to monitor compliance with our policies or the law and for internal or external investigations when it is suspected that an Employee may have committed an action contrary to our policies or applicable laws.

**I. Information on trade union affiliation:** Information that allows us to identify a person's membership to a specific union for the purposes of legislative and administrative compliance.

**J. Events Information:** If we are hosting an event, we may request you to furnish us with information, where relevant, pertaining to any special dietary requirements/allergies, any special assistance needs (hearing, sight, or physical impairment), travel arrangements, the name and age of your child/children (collected through parents or guardians attending events) and if applicable, your speaker biography.

**K. Service Information:** This information relates to your views of our services, your use of our services and your experience of our services. We use this information to initiate service improvements and changes to our services.

**L. Special Personal Information:** Some of the personal information described in sections "A", "C", "F", "G", "H", "I" and "J" of clause 3 above is considered to be "special personal information" in terms of POPIA. The special or sensitive Personal Information, that we collect is limited to:

- i. information pertaining to race or ethnic origin which is required by us for compliance with the Employment Equity Act 55 of 1998 and the Broad-based Black Economic Empowerment Act 53 of 2003.
- ii. information pertaining to physical or mental health or disability, and which is required by us for compliance with the Occupational Health and Safety Act 85 of 1993, the Employment Equity Act 55 of 1998, the Health Act 63 of 1997 and the Consolidated Directions on Occupational Health Safety Measures in Certain Workplaces, 2020 ("**COVID Regulations**") published in terms of the Disaster Management Act 57 of 2002.
- iii. biometric information; (iv) trade union membership.
- iv. your religion; and
- v. information relating to criminal behavior to the extent that such information relates to the alleged commission of an offence or to proceedings in respect of the alleged commission of an offence.

The Elvey Group does not intend to collect any special or sensitive Personal Information that is prohibited by local law and without your prior consent, where required.

#### **4. Authorization to contact third parties (personal or professional references)**

The Elvey Group may contact third parties related to you in the following cases:

- i. **Employees:** Employees will be requested, where relevant, to provide contact and identification information of their family members or of a third party for emergency contact purposes. The information is collected to ensure the accuracy of information received.
- ii. **Candidates:** We may request to be furnished with, where relevant, the contact and identification information of your previous employers, confirmation of qualification and experience. The information is collected to ensure the accuracy of information received.

Where we request such information, we request you to ensure that the third-party data you provide is accurate, complete, and correct, verifiable, and has the permission of the third party to disclose it and is up to date.

#### **5. Means through which we obtain your personal information**

The Elvey Group may obtain a Candidate's personal information through different means:

- Personally, from the Candidate during the recruitment process.
- Indirectly from the Candidate, for example, where the Elvey Group or the Candidate makes use of the services of a third-party recruiter.
- Relevant information from publicly available records social media and correspondence between the Elvey Group and the Candidate.

The Elvey Group may obtain an Employees' personal information through different means:

- Personally, from the Employee during the recruitment process and during the employment relationship, as well as through the disclosure of relevant and consented information by the employee.
- Directly, through different means including our intranet, phone, monitoring or video surveillance systems and the Company's IT platforms and applications of the Elvey Group.
- Indirectly from the Employee, for example, by receiving reports or information, which is provided to us by companies that we hire, to perform different tests and examinations regarding our Employees, or information stored in public access sources.
- Relevant information from publicly available records social media and correspondence between the Elvey Group and the Employee.

The Elvey Group may obtain an External Contractor's personal information through different means:

- Personally, from the External Contractor during the contracting process and during the contract relationship. Indirectly from the External Contractor, for example where the External Contractor is appointed as a sub-contractor by a third party who contracts directly with the Elvey Group for the provision of services to the Elvey Group, with consent from the subcontractor.

The Elvey Group may obtain a customer's, client, or suppliers' personal information through different means:

- Personally, from the Customer, client, or suppliers during the contracting process and during the contract relationship.
- Directly from the Customer's, client, or suppliers' employees and/or representatives during the contracting process and during the contract relationship.
- Indirectly from publicly available records and information pertaining to the Customer, client, or suppliers.

## 6. Purposes for which the Company processes your personal data.

Although the purposes may vary according to the legal relationship that you have with the ElveyGroup, in general, your personal data is used for the following purposes:

- a. In the case of Candidates, the personal information is requested to evaluate the competencies of the Candidate and the suitability of the Candidate for the advertised position. In general, the information is used to manage the recruitment and selection process. Where the Elvey Group obtains special personal information from Candidates, client, or suppliers we will ask you to give your consent.
  - i. In the case of the Employees:
  - ii. for the proper administration of the employment relationship, including to confirm and maintain the Employee's employment record and to pay the Employee's salaries and benefits.
  - iii. for the administration of benefits.
  - iv. for the identification of the Employee's skills, aptitudes and competencies and for the evaluation of his/her professional performance.
  - v. to support the Employee in case of accidents and generate the corresponding internal reports.
  - vi. to evaluate the Employees' use of the facilities, information and communications infrastructure of the Elvey Group and the equipment that the Elvey Group makes available to the Employee as work tools or the Employee's devices that the Elvey Group allows the Employee to connect to the Elvey Group's network, also as a working tool; the monitoring is carried out in order to protect our computer systems, assets, intellectual property assets and the security of the ElveyGroup, and its employees (including also the integrity, working conditions and assets of our employees);
  - vii. to verify and audit our employees' compliance with our internal policies, and prevailing and relevant legislation including ensuring that Employees have appropriate health conditions that enable them to perform their work.
  - viii. to carry out investigations or internal audits for purposes of compliance, quality or investigation of inappropriate or illegal conduct, among others.
    - i. to manage the relationship with the trade union to which the Employee belongs and to provide the trade union with the information required of the Employee, when applicable.
    - ii. to manage the activities that are necessary to comply with labor legislation; and
    - iii. occasionally the Employee's information may be used for the Elvey Group's publicity or internal communications
- b. In the case of External Contractors:
  - i. expatriates and independent contractors, for the management of the expatriate's or independent contractor's assignment in the Elvey Group as well as for compliance with applicable legislation and internal policies.
  - ii. in the case of third-party sub-contractors, the personal information is processed for the purposes of compliance with internal policies (access to facilities, compliance with security and quality policies, etc.) and applicable legislation. In certain specific cases the third parties and agencies that support us may conduct more specific certification tests with consent. The rules, regulations, procedure and POPIA compliance of third parties is not the responsibility of the Elvey Group.
- c. In the case of Customers, clients, and suppliers: For relevant information, contractual and relationship management purposes, and business purposes, including data analysis, audits, developing and improving products and services, identifying usage trends, and determining the effectiveness of promotional campaigns, and enhancing, improving, or modifying our service. Relevant personal information is also obtained from Customers, clients and suppliers for risk management, compliance with our legal and regulatory obligations and for fraud detection, prevention, and investigation, including "know your customer", anti-money laundering, conflict and other necessary onboarding and ongoing customer checks, due diligence and verification requirements, credit checks, credit risk analysis, compliance with sanctions procedures or rules, and tax reporting. We also process the relevant personal information of our customers for to provide, and perform our obligations with respect to, the services or otherwise in connection with fulfilling instructions and to send administrative information to clients, such as changes to our terms, conditions, and policies.
- d. We also process the personal information of Candidates, Employees, External Contractors and Customers to comply with laws and regulations (including any legal or regulatory guidance, codes, or opinions), and to comply with other legal process and law enforcement requirements (including any internal policy based on or reflecting legal or regular guidance, codes, or opinions).

In addition, the personal information of Candidates, Employees, External Contractors and Customers is processed for event management and execution to ensure that all participants have a safe and enjoyable experience, to provide notifications concerning the event, provide analysis to improve our events and develop new events, determine their overall effectiveness, enhance products and services, and to operate and expand our business activities

## 7. Transfers of personal data

The Elvey Group may communicate or transfer your personal data to different entities for the purposes established in this Notice. These transfers are made to the extent that they are necessary for the maintenance or fulfillment of the contractual relationship between the Elvey Group and you. Any of the transfers referred to below may be national or international, however any international transference of personal information will require specific personal consent.

#### a. Data referrals

The Elvey Group may refer all or part of your personal information to service providers to support us in a particular process. These suppliers include, for example: (i) companies that provide us with a recruitment and selection service; (ii) accounting or computer companies that support us to pay the payroll; (iii) companies, or laboratories that perform psychometric, psychological, medical, clinical studies, among others; (iv) offices that support us in accounting, legal and immigration matters; (v) insurance agents, insurance companies, medical aid companies and pension scheme administrators; and (vi) companies that provide us with information technology outsourcing and management services as well as cloud hosting services. Before transferring information to these suppliers, we make sure to sign contracts that oblige these companies to commit themselves to protect your personal information. The Elvey Group will not deal with any company's which do not confirm adherence to the POPIA.

#### b. Transfers of personal data to our affiliates

Since the Elvey Group is part of an international group, the personal information of Candidates, Employees, External Contractors and Customers may be communicated or transferred to other companies of our same corporate group. Our affiliates make reasonable efforts to implement measures and policies for the protection of the personal information of our Candidates, Employees,

External Contractors and Customers. These policies are consistent with POPIA and are designed to comply with the provisions of the laws on personal data protection in each country. Where the data protection laws of a country might not provide a level of protection equivalent to the laws in South Africa, and if the Elvey Group discloses Personal Information to any of its affiliates in such countries, we will establish and/or confirm that, prior to receiving any Personal Information, such affiliates will provide an adequate level of protection for Personal Information, including appropriate technical and organizational security measures. International transference of personal information will require specific personal consent.

#### c. Transfers of personal data to third parties

Your personal information may be communicated or transferred to third parties different from the entities referred to in clause 8(b) above. Where your personal information is transferred by us to a third party outside of South Africa, we will address any applicable requirement to assure an adequate

level of data protection before transferring your personal information by assuring the implementation of binding corporate rules, or the execution of appropriate data transfer agreements. International transference of personal information will require specific personal consent.

## 8. Your Privacy Rights

All our Employees, Candidates External Contractors and Customers, clients and suppliers may always, have a right to request from the Elvey Group access to their personal information or the correction of such personal information. Likewise, you may request us to delete or erase your personal information. You may also object to the Elvey Group processing your personal information for specific purposes and you may revoke any consent previously granted to the processing of your personal information (the "**Data Subject Rights**"). Your Data Subject Rights may be subject to limitations detailed in applicable laws. Your rights in terms of the POPIA include to be informed if someone is collecting your personal information, to be informed if your personal information has been accessed by an unauthorized person, to access, correct, amend, and destroy your own personal information, object to having your personal information being processed and to withdraw your consent, or object to information being stored or processed.

To exercise your Data Subject Rights, you must send the Elvey Group a request addressed to the following email address: [itsupport@elveygroup.com](mailto:itsupport@elveygroup.com). Employees may also send queries or complaints in connection with their privacy rights to our Information Officer to this email address [hr@elveygroup.com](mailto:hr@elveygroup.com) or as set out in item 12 below.

In case you decided to exercise your Data Subject Rights, our Information Officer may inform you of: (i) the information that you will need to provide for identification purposes as well as the documents you may need to enclose with your request; (ii) the expected timeframe for receiving a response from us regarding your request; (iii) how to submit your request, including the forms that you will be required to use, if available; and (iv) the form in which we will deliver your information to you (which usually may be copies of documents or digital files).

In terms of POPIA, you are entitled to approach the South African courts and you can lodge a complaint with South Africa's Information Regulator in respect of any alleged interference with the protection of your personal information. The contact details of South Africa's information regulator are as follows:

**Physical address:** JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

**Postal address:** P.O. Box 31533, Braamfontein, Johannesburg, 2017

**Email address:** [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

## 9. Available options for you to limit the use or disclosure we make of your personal information

As a Candidate, Contractor or Employee, client, or supplier, you may at some point wish to explore whether there are ways to limit the way we use or disclose your personal information in any particular way

- i. a Candidate may request that we do not send him/her emails informing him/her of vacancies; or
- ii. an ex-employee could request that we not mention him, etc. In these cases, or any other where you wish to explore what forms exist for us not to process your personal information for any particular purpose, please contact us at the above email address. Our Information Officer will let you know what options you have.

## 10. Security measures

The Elvey Group adopts the necessary technical, administrative, and physical security measures in terms of POPIA, for the protection of your personal information. We also oblige our service providers and suppliers to comply with the security measures required by POPIA to protect your personal information.

## 11. Changes to the Privacy Notice

The Elvey Group reserves the right to modify or update this Privacy Notice at any time. The modified notice will be posted on our website, on our intranet or will be sent via email, or via any other means of communication. You can verify that the Notice has been modified with reference to the date of the last update. In case the Elvey Group makes a substantial change in the processing of your personal information, we will let you know through a notification to your email or announcing these changes on our website. Any changes made to our Privacy Notice will take effect the day after it is posted on our website. If you do not agree with the modifications, please contact our Information Officer.

## 12. Information Officer and Deputy Information Officers:

Company:	Elvey Group
Contact Number:	011 401 6700
Physical Address:	27 Greenstone Place, Greenstone Hill, Lethabong, 1609
Postal Address:	P O Box 27088, Benrose, 2011

- Information Officer – Jaco Moolman – CEO ([jaco@elveygroup.com](mailto:jaco@elveygroup.com))
- Deputy Info Officer – Carlos Esteves – Financial Department ([carlos@elveygroup.com](mailto:carlos@elveygroup.com))
- Deputy Info Officer – Michelle Willemse – Debtors Department ([michelle@elveygroup.com](mailto:michelle@elveygroup.com))
- Deputy Info Officer – Riaan Louw – Creditors Department ([riaan@elveygroup.com](mailto:riaan@elveygroup.com))
- Deputy Info Officer – Gerhard Moolman – Information Technology ([itsupport@elveygroup.com](mailto:itsupport@elveygroup.com))
- Deputy Info Officer – Lynette Cockeran – HR and Payroll Department ([Lynette@elveygroup.com](mailto:Lynette@elveygroup.com))
- Deputy Info Officer – Tasha Smith – Marketing Department ([tasha@elveygroup.com](mailto:tasha@elveygroup.com))
- Deputy Info Officer – Valerie Bingham – Procurement Department ([valerie@elveygroup.com](mailto:valerie@elveygroup.com))
- Deputy Info Officer – Cal Preston – Technical Department ([cal@pentagon.africa](mailto:cal@pentagon.africa))

## **Customer Declaration**

### **Compliance with the Protection of Personal Information Act, 2013**

This communication is sent to you by the Elvey Group (Elvey Security Technologies, GlobalCommunications, Commercial ICT, SS Telecoms).

The Protection of Personal Information Act 4 of 2013 ("**POPIA**") came into operation on 1 July 2021 and will significantly change the current data protection regime in the Republic of SouthAfrica. Amongst other things, POPIA requires us to comply with certain requirements when weprocess your personal information as defined in POPIA.

Personal information under POPIA is defined to also include the personal information of identifiable, existing juristic persons and it requires us to provide certain information regarding how the Elvey Group will deal with the personal information that you give to us, our affiliates, oragents, or that we otherwise obtain.

#### **Why is this communication being sent to you?**

This notice is being sent to you as you are a Client of the Elvey Group and we are sending this notice to you so that you are aware and can ensure that any individuals connected with you (such as your third party representatives, employees, officers, directors, shareholders, independent contractors, sub-contractors, agents and expatriates and other related individuals) ("**Associated Parties**") are notified by you about how the Elvey Group handles personal information which is provided to it or it otherwise obtains. You should ensure that such Associated Parties are providedwith a copy of this notice.

This notice is also relevant to other entities connected with you (including any affiliates or sub- contractors and agents appointed by you), to the extent that the Elvey Group handles personal information relating to such entities or their Associated Parties.

#### **Where can you find information about the Elvey Group's commitment to data protection and privacy?**

For information regarding the Elvey Group's commitment to data protection and privacy, includingthe circumstances in which it may share personal information with other affiliates or third parties,please refer to the attached privacy notice (the "**Privacy Notice**").

The Privacy Notice also sets out valuable information about how you and Associated Parties mayexercise your Data Subject Rights under POPIA and in this regard we refer you to clause 8 of the Privacy Notice.

#### **What impact will POPIA have on our relationship going forward?**

Whenever you provide us with your personal information or the personal information of an Associated Party, we the Elvey Group shall collect, process, and store the personal information ofthe Client for the purpose intended, namely the opening of an incidental credit account with the Elvey Group and that it shall proceed to act in accordance with the provisions of POPIA in collecting, processing, and storing the Client's personal information.

During the business relationship between the Client and the Elvey Group, the Client acknowledgesand consents to the processing of the Client's personal information for any purpose relating to the vetting, administration, management and operations of the Elvey Group's legitimate businesspurposes or legal obligations by the Elvey Group or anyone acting on behalf of the Elvey Group.

The Elvey Group undertakes not to disclose the Client's personal information unless it is legally orcontractually required or for its legitimate business purposes. Similarly, the Client has the corresponding obligation to the Elvey Group in this regard.

The Client declares that all personal information supplied to the Elvey Group for the purposes of procurement and related legal and operational reasons are accurate, up to date, is not misleadingand that it is complete in all respects. The provision of misleading information by the Client may lead to termination of the business relationship with the Elvey Group. It shall always remain the responsibility of the Client to immediately advise the Elvey Group of any change to its personal information should any of the Client details change including, but not limited to, a change of ownership or control in the Client.

Keeping personal information secure is one of our most important responsibilities. The Elvey Group adopts the necessary technical, administrative, and physical security measures in terms of POPIA, for the protection of your personal information. Only appropriate employees are authorised to access personal information for legitimate and specified business purposes. Our employees are bound by an internal privacy policy that requires confidential treatment of personal information. We also oblige our clients to comply with the security measures required by POPIA to protect your personal information.

Nothing in this notice or in the Privacy Notice is intended to limit or override the scope of any other consent to disclosure separately given by a party to any other party (including pursuant to a separate agreement or an industry protocol). Any agreement between the parties to maintain confidentiality of information contained in any non-disclosure, confidentiality or other agreements shall continue to apply in full force and effect. In the event of conflict, the terms set out in the Privacy Notice shall prevail only to the extent necessary for the parties to comply with applicable law and regulation.

In any event, please note that your use or continued use of services or your continued provision of Personal Information (as defined by POPIA) will signify to us your acceptance of the Privacy Notice.

If you have any questions regarding this communication or the Privacy Notice, please send an email with your questions to our Deputy Information Officer (Accounts Receivable) at the following email address: michelle@elveygroup.com .

Kind regards,

**Elvey Group  
Finance Department**

The Client hereby provides its consent to the Elvey Group to process its personal information, as provided above, and acknowledges that it understands the purpose for which it is required and for which it will be used.

**Signed on behalf of the Customer duly authorised:**

\_\_\_\_\_

**Full Names of duly authorised signatory of Customer:** \_\_\_\_\_

**Name of Customer:** \_\_\_\_\_

**Customer Address:** \_\_\_\_\_