

PROTECTION OF PERSONAL INFORMATION POLICY

in terms of the

Protection of Personal Information Act, Act no. 4 of 2013

of the neXgro GROUP OF COMPANIES

comprising

African Grain Investments Proprietary Limited, Registration Number: 2017/088570/07, Directors: GC Madasa, YP Nyembez
Boschplaas Silo Proprietary Limited, Registration Number: 2021/591066/07, Directors: A Jordaan, ME Delport
Econo Logistics Proprietary Limited, Registration Number: 2000/014261/07, Directors: TGH de Lange, ME Delport
FarmFocus Proprietary Limited, Registration Number: 2017/077808/07, Directors: TGH de Lange, ME Delport
Farmstor Proprietary Limited, Registration Number: 2020/820132/07, Directors: TGH de Lange, ME Delport
Grain Handlers Proprietary Limited, Registration Number: 2019/159745/07, Directors: ME Delport, HJ van der Merwe, JPS Leonard, HJ van Niekerk, TGH de Lange
neXdeal™ Proprietary Limited, Registration Number: 2019/569432/07, Directors: TGH de Lange, ME Delport
neXfarm Proprietary Limited, Registration Number: 2019/569460/07, Directors: TGH de Lange, ME Delport
neXfin Proprietary Limited, Registration Number: 2022/715099/07, Directors: TGH de Lange, ME Delport
nexgro® Bethlehem Proprietary Limited, Registration Number: 2020/845139/07, Directors: TGH de Lange, ME Delport
nexgro® Bloemfontein Proprietary Limited, Registration Number: 2020/155991/07, Directors: TGH de Lange, ME Delport
nexgro® Bosveld Proprietary Limited, Registration Number: 2020/136343/07, Directors: TGH de Lange, ME Delport
nexgro® Bothaville Proprietary Limited, Registration Number: 2020/087522/07, Directors: TGH de Lange, ME Delport
nexgro® Caledon Proprietary Limited, Registration Number: 2020/087444/07, Directors: TGH de Lange, ME Delport
nexgro® Delareyville Proprietary Limited, Registration Number: 2020/136229/07, Directors: TGH de Lange, ME Delport
neXgro® Delmas Proprietary Limited, Registration Number: 2020/730184/07, Directors: TGH de Lange, ME Delport, WJ Bouwer, JJ Potgieter, JHP Snyman, JHL Boshoff
neXgro® Ermelo Proprietary Limited, Registration Number: 2020/730239/07, Directors: TGH de Lange, ME Delport
neXgro® Heidelberg Proprietary Limited, Registration Number: 2020/849426/07, Directors: TGH de Lange, ME Delport, WJ Bouwer, JJ Malan
neXgro® Hoopstad Proprietary Limited, Registration Number: 2020/136290/07, Directors: TGH de Lange, ME Delport, WJ Bouwer, PLR Erasmus
neXgro® Holdings Proprietary Limited, Registration Number: 2017/088615/07, Directors: TGH de Lange, ME Delport, TE Scholtz, JJ van Zyl, JHM van Zyl, GC Madasa (non executive)
neXgro® Klerksdorp Proprietary Limited, Registration Number: 2020/087473/07, Directors: TGH de Lange, ME Delport
neXgro® Kroonstad Proprietary Limited, Registration Number: 2020/217611/07, Directors: TGH de Lange, ME Delport, WJ Bouwer, JT Blomerus, JPS Leonard, JPM Bosman
neXgro® Middelburg Proprietary Limited, Registration Number: 2020/698463/07, Directors: TGH de Lange, ME Delport
neXgro® Parys Proprietary Limited, Registration Number: 2017/311472/07, Directors: TGH de Lange, ME Delport, WJ Bouwer, BJ van Wyk, BJJ Rabé, LH Claassen
neXgro® Schweizereneke Proprietary Limited, Registration Number: 2020/136369/07, Directors: TGH de Lange, ME Delport
neXgro® Standerton Proprietary Limited, Registration Number: 2020/698347/07, Directors: TGH de Lange, ME Delport
neXgro® Suid Kaap Proprietary Limited, Registration Number: 2020/698566/07, Directors: TGH de Lange, ME Delport
neXgro® Swartland Proprietary Limited, Registration Number: 2020/698522/07, Directors: TGH de Lange, ME Delport
neXgro® Wesselsbron Proprietary Limited, Registration Number: 2020/163351/07, Directors: TGH de Lange, ME Delport
neXgro® Wolmaransstad Proprietary Limited, Registration Number: 2020/136424/07, Directors: TGH de Lange, ME Delport, WJ Bouwer, A Jordaan
neXgro® ZA Proprietary Limited, Registration Number: 2019/560135/07, Directors: TGH de Lange, ME Delport
neXstor Proprietary Limited, Registration Number: 2019/569471/07, Directors: TGH de Lange, ME Delport
neXstor Holfontein Proprietary Limited, Registration Number: 2014/013825/07, Directors: TGH de Lange, ME Delport
neXtek Proprietary Limited, Registration Number: 2019/571812/07, Directors: TGH de Lange, ME Delport, JHM van Zyl
neXtrac Proprietary Limited, Registration Number: 2019/605300/07, Directors: TGH De Lange, ME Delport
Procuro Grain Proprietary Limited, Registration Number: 2007/015773/07, Directors: CH de Beer, TGH de Lange, ME Delport, FN Swanepoel
Unigrain Proprietary Limited, Registration Number: 1996/008579/07, Directors: TGH de Lange, ME Delport, GC Madasa
Unigrain Commodities Proprietary Limited, Registration Number: 1996/012583/07, Directors: TGH de Lange, ME Delport
Unigrain Trading Proprietary Limited, Registration Number: 2001/016989/07, Directors: TGH de Lange, ME Delport
Waagkraal Depot Proprietary Limited, Registration Number: 2021/914685/07, Directors: ME Delport, M Nel, SJ Nel

Registered Information Officer:

Magdalena Elizabeth Delport

Registered Deputy Information Officer:

Lynette Steyn

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3. Definitions

- 3.1 Definitions relevant to POPIA and this Policy, are set out in Annexure "A" annexed hereto.
- 3.2 The definitions are very important in terms of the interpretation of various aspects of this Policy and stipulated requirements. It is therefore of utmost importance to understand the definitions.

4. Introduction

- 4.1 The right to privacy is an integral human right recognised and protected in the South African Constitution and POPIA.
- 4.2 POPIA aims to promote the protection of privacy by providing guiding principles that are intended to be applied to the processing of Personal Information in a context-sensitive manner.
- 4.3 All business processes in the neXgro Group of Companies involve the collection, use, and disclosure of certain aspects of the Personal Information of clients, customers, employees, and other stakeholders.
- 4.4 This is necessary for the neXgro Group of Companies to having access to Personal Information about customers, at different levels and for different purposes.
- 4.5 A person's right to privacy entails having control over his or her Personal Information and being able to conduct his or her affairs relatively free from unwanted intrusions. Given the importance of privacy, the neXgro Group of Companies is committed to effectively manage Personal Information in accordance with POPIA's provisions.
- 4.6 POPIA requires that the neXgro Group of Companies keep plans and processes in place on how the neXgro Group of Companies process, store, and share Personal Information. The neXgro Group of Companies respect our clients', customers', employees', and other stakeholders' right to privacy and endeavour to collect and use Personal Information minimally, transparently, and for the purpose for which it was collected. This Policy and supporting documents are written in easily understandable language so that it is practical and usable to a wide audience in the neXgro Group of Companies.
- 4.7 The neXgro Group of Companies, as a Responsible Part, is committed to keeping Personal Information safe and secure, to provide persons with reasonable access to their Personal Information, and to give effect to the rights in terms of POPIA. To this extent, the neXgro Group of Companies emphasise that only the necessary Personal Information is collected and used accordingly. The collection serves to protect legitimate legal interests and ensures that the neXgro Group of Companies are able to offer clients a service or product.

5. Purpose and Application of this Policy

- 5.1 The purpose of this Policy is to ensure that the Personal Information of Data Subjects are processed according to POPIA.
- 5.2 The obligations in this Policy apply to all of the neXgro Group of Companies, its governing bodies - including the board of directors and internal committees, its management, employees, volunteers, and representatives, as well as all branches, business units and divisions of the neXgro Group of Companies.
- 5.3 All Third Party Operators who the neXgro Group of Companies, entrusts Personal Information to, are also bound by the terms in this Policy.
- 5.4 It applies to all Personal Information gathered from Data Subjects.

6. Security Measures with regards to confidentiality of Personal Information

6.1 Purpose of collection of Personal Information

- 6.1.1 The neXgro Group of Companies requires certain categories of Personal Information to ensure that clients receive high quality services and that client needs are met as they may require from time to time.
- 6.1.2 The same goes for any partnerships, due diligence or other third party interactions where Personal Information is gathered.
- 6.1.3 Personal Information may be collected for explicitly defined purposes or incidental to the function, activity, or service of the neXgro Group of Companies or a Third Party Operator that might be our service providers.
- 6.1.4 The purpose of collecting Personal Information includes, but is not limited to:
 - 6.1.4.1 FICA verification;
 - 6.1.4.2 Confirmation of cession for grain payment;
 - 6.1.4.3 Verification of farm boundaries; land border; land size; land names & locations;
 - 6.1.4.4 Verification of homestead;
 - 6.1.4.5 Verification of topography;
 - 6.1.4.6 Verification of accredited agricultural adviser;
 - 6.1.4.7 Verification of Production History;
 - 6.1.4.8 Verification of Production Planning;
 - 6.1.4.9 Verify Planting Data & use it for possible delivery calculations;
 - 6.1.4.10 Verify germination potential of the crop & use it for possible harvest calculations;
 - 6.1.4.11 Verify the progress of the crop & use it for possible harvest calculations;
 - 6.1.4.12 Verify the pre-harvest potential of the crop & use it for possible harvest calculations;
 - 6.1.4.13 Compliance with contract requirements; to determine how much water the producer applies to his crops and whether he works sparingly / overwaters;
 - 6.1.4.14 Compliance with contract requirements & verification of seed origin;
 - 6.1.4.15 Verification of accredited agricultural adviser;
 - 6.1.4.16 Compliance with contract requirements and to ensure that registered products are applied to crops;
 - 6.1.4.17 Capturing information foliar feed applied to crops;
 - 6.1.4.18 Determine health of crop; determine potential yield and used for risk mitigation strategy;
 - 6.1.4.19 Calculate yield per cultivar;
 - 6.1.4.20 Compliance with contract requirements & determine the actual yield (ton) harvested per crop and cultivar;
 - 6.1.4.21 Compliance with contract requirements & determine the actual grade/quality harvested per crop and cultivar;
 - 6.1.4.22 Input cost calculation & price management strategy;
 - 6.1.4.23 Grain contract information;
 - 6.1.4.24 Hedging levels;
 - 6.1.4.25 Level 1 - verification of silo premises conditions;
 - 6.1.4.26 Level 2 - verification of silo premises conditions;
 - 6.1.4.27 To ensure that the silo site complies with Collateral management standards;
 - 6.1.4.28 Determine possible storage opportunities/sites for grain;

- 6.1.4.29 Determine the location of the site;
 - 6.1.4.30 Determine the quality of on site structures etc.;
 - 6.1.4.31 Determine security exposition;
 - 6.1.4.32 Content insurance;
 - 6.1.4.33 Grain finance;
 - 6.1.4.34 Inventory verification;
 - 6.1.4.35 Verify the loading / unloading GPS-point of the grain;
 - 6.1.4.36 Verify Grain Owner;
 - 6.1.4.37 Verify carrier information;
 - 6.1.4.38 Verify grain off-taker point;
 - 6.1.4.39 neXdeal contract information.
- 6.1.5 The neXgro Group of Companies confirms that Personal Information will never be used for a reason that is not in line with what it was collected for. Should the purpose for which the neXgro Group of Companies collect Personal Information not be specified, the purpose will be communicated to Data Subjects in writing and agreed to in neXgro Group of Companies' interactions with Data Subjects which may include varied and different parties.

6.2 Consent

- 6.2.1 All Personal Information that the neXgro Group of Companies collect from Data Subjects will be with consent.
- 6.2.2 The rule of thumb is if the neXgro Group of Companies is collecting Personal Information from any person whether natural or legal it must obtain a signed Consent Form.
- 6.2.3 Consent may be obtained from Data Subjects during introductory meetings, application forms, electronic media, or ongoing interaction.
- 6.2.4 It may also be via online website cookies or any other form of valid consent.
- 6.2.5 Where Data Subjects provide the neXgro Group of Companies with Personal Information, they need to do so willingly and voluntarily with the understanding that the neXgro Group of Companies require the Personal Information to pursue both the neXgro Group of Companies' legitimate interests as well as that of the Data Subject.
- 6.2.6 To carry on business and to protect or facilitate Data Subject interests, the neXgro Group of Companies require Personal Information from time to time and will treat it with utmost confidentiality.
- 6.2.7 Should a Data Subject at any time during the processing of his/her/its Personal Information object to same, he/she/it may withdraw consent by furnishing the neXgro Group of Companies with reasonable notice and in the prescribed form attached.

6.3 Personal Information the neXgro Group of Companies require

- 6.3.1 The neXgro Group of Companies collect different categories of Personal Information from Data Subjects depending on their needs and the neXgro Group of Companies' agreements with Data Subjects.
- 6.3.2 The neXgro Group of Companies do not collect Personal Information that is unnecessary or irrelevant for the purpose specified.
- 6.3.3 The neXgro Group of Companies strive to collect only the Personal Information that is necessary for the neXgro Group of Companies to deliver its service.

6.3.4 To the extent that the neXgro Group of Companies require Personal Information from Data Subjects the neXgro Group of Companies will generally collect the following Personal Information which includes but is not limited to:

- 6.3.4.1 Copy of identity document;
- 6.3.4.2 Proof of residential address;
- 6.3.4.3 Contact telephone number;
- 6.3.4.4 Email address;
- 6.3.4.5 Name of business entity;
- 6.3.4.6 Copy of spouse/partner's identity document;
- 6.3.4.7 Marital status;
- 6.3.4.8 Copy of marriage certificate;
- 6.3.4.9 Copy of ante nuptial agreement;
- 6.3.4.10 Confirmation of banking details;
- 6.3.4.11 Official SARS document containing income tax number;
- 6.3.4.12 Official SARS document with VAT registration number;
- 6.3.4.13 Primary agricultural business;
- 6.3.4.14 Member numbers per agricultural business;
- 6.3.4.15 Postal address;
- 6.3.4.16 Letters of Authority in the case of a trust;
- 6.3.4.17 Trust Deed;
- 6.3.4.18 Proof of physical business address;
- 6.3.4.19 Resolution;
- 6.3.4.20 Company or Close corporation registration documents, including Memorandum of Incorporation;
- 6.3.4.21 Director's list;
- 6.3.4.22 Proof of shareholding;
- 6.3.4.23 Partnership Agreement;
- 6.3.4.24 Active cession confirmations;
- 6.3.4.25 Shapefiles;
- 6.3.4.26 PDF farm maps;
- 6.3.4.27 Farmstead GPS coordinates;
- 6.3.4.28 Land Mapping Typography;
- 6.3.4.29 Agronomic Advisor's details;
- 6.3.4.30 Production history;
- 6.3.4.31 Production planning;
- 6.3.4.32 Planting report;
- 6.3.4.33 Germination Report;
- 6.3.4.34 Progress report;
- 6.3.4.35 Pre-harvest Report;
- 6.3.4.36 Water passport - administration;
- 6.3.4.37 Seed passport - administration;
- 6.3.4.38 Fertilization Advisor details;
- 6.3.4.39 Fertilization passport – administration;
- 6.3.4.40 Foliar nutrition Advisor details;
- 6.3.4.41 Foliar nutrition passport – administration;
- 6.3.4.42 Crop Protection Advisor details;
- 6.3.4.43 Crop Protection passport – administration;
- 6.3.4.44 Satellite images (NDVI) – Crops;
- 6.3.4.45 Harvester cards;
- 6.3.4.46 Actual Produce - quantity per commodity;

- 6.3.4.47 Actual Produce - quality per commodity;
- 6.3.4.48 Fertilization passport - cost budget;
- 6.3.4.49 Lime passport - cost budget;
- 6.3.4.50 Foliar nutrition - cost budget;
- 6.3.4.51 Fuel - cost budget;
- 6.3.4.52 Repairs - cost budget;
- 6.3.4.53 Crop protection - cost budget;
- 6.3.4.54 Water passport - cost budget;
- 6.3.4.55 Grain Hedging - cost budget;
- 6.3.4.56 Labour - cost budget;
- 6.3.4.57 Production Interest Rate - cost budget;
- 6.3.4.58 Insurance - Crop Insurance;
- 6.3.4.59 Insurance – Inset insurance;
- 6.3.4.60 Total production cost – budget;
- 6.3.4.61 Average allocate input cost in R/ton;
- 6.3.4.62 Average total cost in R/ton;
- 6.3.4.63 Return on investment (ROI);
- 6.3.4.64 Minimum SAFEX-price – budgeted;
- 6.3.4.65 Cost summary;
- 6.3.4.66 Asset summary;
- 6.3.4.67 Priced contracts – commodity;
- 6.3.4.68 Priced contracts – Pricing date;
- 6.3.4.69 Priced contracts – Delivery month;
- 6.3.4.70 Priced contracts – Tonns;
- 6.3.4.71 Priced contracts - SAFEX price;
- 6.3.4.72 Priced contracts - Basis deduction;
- 6.3.4.73 Priced contracts – Producer Price;
- 6.3.4.74 Future non- Priced contracts – commodity;
- 6.3.4.75 Future non-Priced contracts – Delivery month;
- 6.3.4.76 Future non- – Tonns;
- 6.3.4.77 Hedging Levels;
- 6.3.4.78 Provisional Accreditation;
- 6.3.4.79 Comprehensive Accreditation;
- 6.3.4.80 Collateral Management – Accreditation;
- 6.3.4.81 Farm silo – Capacity;
- 6.3.4.82 Farm silo - GPS-location;
- 6.3.4.83 Farm silo – Physical Address;
- 6.3.4.84 Farm silo - premises photo's;
- 6.3.4.85 Farm silo - security logistics;
- 6.3.4.86 Farm silo – insurance;
- 6.3.4.87 Financing status - approved/declined;
- 6.3.4.88 Financing conditions;
- 6.3.4.89 In-time verification - grain quality;
- 6.3.4.90 In-time verification - grain quantity;
- 6.3.4.91 In-time verification – commodity;
- 6.3.4.92 neXdeal verification - grain quality;
- 6.3.4.93 neXdeal verification - grain quantity;
- 6.3.4.94 neXdeal verification – commodity;
- 6.3.4.95 Farm silo - Silo certificate;
- 6.3.4.96 Plaaslaai locations - GPS coordinates;

- 6.3.4.97 Transporter - Entity Name;
 - 6.3.4.98 Transporter - Truck registration number;
 - 6.3.4.99 Transporter - Trailer registration number;
 - 6.3.4.100 Transporter - Driver ID-number;
 - 6.3.4.101 Transporter - Driver Name;
 - 6.3.4.102 Destination of grain;
 - 6.3.4.103 Offer to purchase – Tons;
 - 6.3.4.104 Offer to purchase - Date & Time;
 - 6.3.4.105 Offer to purchase - Location of Tons;
 - 6.3.4.106 Offer to purchase – commodity;
 - 6.3.4.107 Offer to purchase - Safex Pricing month;
 - 6.3.4.108 Offer to purchase – delivery month;
 - 6.3.4.109 Offer to purchase – Premium;
 - 6.3.4.110 Offer to purchase - Production price;
 - 6.3.4.111 Differential;
 - 6.3.4.112 commodity offtaker verification.
- 6.3.5 Please bear in mind that this is not an exhaustive list, and the neXgro Group of Companies may at times require Personal Information that is not contained herein.
- 6.3.6 The neXgro Group of Companies will inform Data Subjects as to the Personal Information the neXgro Group of Companies collect from them whenever practicable, whether such Personal Information is voluntary or mandatory, and what the consequences are if Personal Information (whether voluntary or mandatory) is not provided.
- 6.3.7 If the Personal Information requested is not provided, the neXgro Group of Companies can only offer a limited service or no service at all.

6.4 Access to and integrity of Personal Information

- 6.4.1 The neXgro Group of Companies is committed to maintaining the integrity and accuracy of Data Subjects' Personal Information.
- 6.4.2 To this extent, Data Subjects are reminded via consent forms that they may request access to their own Personal Information at any time and to request that the neXgro Group of Companies update or correct any Personal Information that may be outdated or incorrect.
- 6.4.3 The neXgro Group of Companies takes reasonable and routine steps to ensure that the Personal Information it collects is up to date and accurate.
- 6.4.4 Where Personal Information does not need to be updated to fulfil the purpose for which it was collected, such Personal Information will not be updated without the Data Subject's express request.
- 6.4.5 The neXgro Group of Companies provides for four categories of requestors for access to Personal Information:
- 6.4.5.1 A person requesting his or he own Personal Information;
 - 6.4.5.2 A person requesting Personal Information for and on behalf of another person;
 - 6.4.5.3 A person requesting Personal Information about another person;
 - 6.4.5.4 A public body that requests Personal Information in the public interest.
- 6.4.6 Requestors must provide proof of identity and a Power of Attorney (where applicable), and fill in the prescribed Form 4 (Annexure "F").
- 6.4.7 The neXgro Group of Companies may request any other information to verify the requestor's identity.

6.5 Security of Personal Information and Regular Monitoring

- 6.5.1 The safety and confidentiality of Data Subject's Personal Information is of paramount importance to the neXgro Group of Companies and its staff. To this extent, the neXgro Group of Companies is committed to preventing unauthorized access, damage, loss of or destruction of Personal Information by ensuring that industry-appropriate and adequate security measures are implemented and persistently reviewed.
- 6.5.2 The neXgro Group of Companies does its best to identify risks both internally and externally, and to adapt accordingly, the neXgro Group of Companies implement security systems with due regard to generally accepted information security practices.
- 6.5.3 To support its security efforts, the neXgro Group of Companies conducts regular monitoring of its Personal Information security measures, which entail:
- 6.5.3.1 Policy Review;
 - 6.5.3.2 GAP Analysis Review.

6.6 Holding Periods

- 6.6.1 Personal Information the neXgro Group of Companies collects on Data Subjects will not be held for longer than necessary, or if the purpose for which the Personal Information was collected has ultimately been fulfilled, or if the collected Personal Information has become obsolete.
- 6.6.2 Where no agreements, other laws or terms in this policy apply, a record of Personal Information will be kept for 5 years after the Personal Information was done being processed, including usage for the specific purpose for which the Personal Information was collected originally.
- 6.6.3 The neXgro Group of Companies will destroy records of Personal Information as soon as reasonably practicable, unless further retention is required by the laws mentioned above or agreed to between the parties.
- 6.6.4 For more information on durations of specific records, please refer to Annexure "B" to view the neXgro Group of Companies' Record Retainment Policy.

6.7 Personal Information deletion

- 6.7.1 The neXgro Group of Companies will endeavour that Personal Information be destroyed, where reasonable, after its retention period has lapsed.
- 6.7.2 Data Subjects have the right to obtain the deletion of their personal data without an undue delay if:
- 6.7.2.1 the Personal Information is no longer necessary for the specified purpose it was collected for; or
 - 6.7.2.2 where the Data Subject withdraws consent in terms of this policy; or
 - 6.7.2.3 the collected Personal Information is inaccurate, irrelevant, excessive, or incomplete.
- 6.7.3 If Data Subjects prefer for the neXgro Group of Companies to cease processing their Personal Information instead of deleting it, reasonable notice may be given to this effect following which the neXgro Group of Companies will immediately stop processing the Personal Information of the Data Subject.
- 6.7.4 Notice in terms of deletion must be provided in the prescribed format of forms attached to this policy (Annexure "D" – Form 2).

6.8 Direct Marketing

- 6.8.1 The neXgro Group of Companies will never process Personal Information for the purpose of direct marketing (or spam) unless Data Subjects:
- 6.8.1.1 have consented to such processing; or
 - 6.8.1.2 had not previously refused consent; and if
 - 6.8.1.3 contact details were obtained in the context of providing them with the services of the neXgro Group of Companies; and if
 - 6.8.1.4 Data Subjects were given reasonable opportunity to object to the direct marketing; or
 - 6.8.1.5 were already Data Subjects.

7. Security measures regarding an operator or person acting under authority

7.1 Disclosure of Personal Information

- 7.1.1 The neXgro Group of Companies' staff are regularly reminded that they have a confidentiality obligation towards Data Subjects who hold a right to privacy under the Constitution, and neither the neXgro Group of Companies nor its staff will disclose Data Subject's Personal Information to a third party unless:
- 7.1.1.1 the neXgro Group of Companies are required to do so by law; or
 - 7.1.1.2 the disclosure is necessary to enable the neXgro Group of Companies to perform its functions as per the Data Subjects' mandates; or
 - 7.1.1.3 it is vital to protecting the rights of the neXgro Group of Companies.

7.2 Authority

- 7.2.1 In the event that Personal Information is to be disclosed to an Operator or Third Party Operator, the neXgro Group of Companies will ensure that the Operator or Third Party Operator receiving Personal Information is as committed to protecting the privacy and Personal Information of Data Subjects, as the neXgro Group of Companies is. The neXgro Group of Companies do this via obtaining a commitment form from the Operator or Third Party Operator in written form where the Operator or Third Party Operator agrees to keep Personal Information confidential and maintains security measures.
- 7.2.2 The neXgro Group of Companies discloses Personal Information to Operators or Third Party Operators such as:
- 7.2.2.1 Cloud server providers;
 - 7.2.2.2 Email newsletter providers;
 - 7.2.2.3 Portal platform;
 - 7.2.2.4 Safex Traders;
 - 7.2.2.5 Agris Users;
 - 7.2.2.6 FarmStor and GrainLog personell;
 - 7.2.2.7 Portal Silo Management System;
 - 7.2.2.8 neXdeal Platform;
 - 7.2.2.9 Grain carriers;
 - 7.2.2.10 neXdeal administration and Hub personnel;
 - 7.2.2.11 Financial Institutions for the finance of Commodities.

8. Data Breach Management

- 8.1 A data breach incident is an event that has caused or can potentially cause damage to the neXgro Group of Companies' assets, reputation and / or personnel which includes

- our customers and any other Personal Information the neXgro Group of Companies process, store or share.
- 8.2 A data breach can occur when there is an intrusion, compromise, and misuse of Personal Information by a party that does not have lawful access rights to the Personal Information that was intruded upon, compromised or misused.
 - 8.3 A data breach incident includes, but is not restricted to, the following:
 - 8.3.1 The illegitimate use of our systems for the processing, storage or sharing of data by any person.
 - 8.3.2 The transfer of Personal Information to persons who are not entitled to receive that Personal Information.
 - 8.3.3 The loss or theft of personal and/or classified data and information via any means, for example hacking or attempted hacking.
 - 8.3.4 Unauthorised changes to Personal Information via our system hardware or software.
 - 8.3.5 Unauthorised disruption or denial of service to our system.
 - 8.4 Where there are reasonable grounds to suspect that the Personal Information of a Data Subject has been breached (accessed, acquired, deleted, or damaged by an unauthorised third party), the neXgro Group of Companies will:
 - 8.4.1 notify the Data Subject of such a breach in detail; and
 - 8.4.2 inform the Information Regulator as soon as reasonably possible after the breach is discovered.
 - 8.5 Data breach communication to the Data Subject can be done in one of the following manners:
 - 8.5.1 Mailed to the Data Subject's last known physical or postal address;
 - 8.5.2 Sent by email to the Data Subject's last known e-mail address;
 - 8.5.3 Placed in a prominent position on the website of the neXgro Group of Companies;
 - 8.5.4 Published in the news media; or
 - 8.5.5 As may be directed by the Regulator.
 - 8.6 The communication will include enough information so that the Data Subject can take protective measures and should include:
 - 8.6.1 A description of the possible consequences of the breach;
 - 8.6.2 A description of the measures that the neXgro Group of Companies intends to take or has taken to address the security breach;
 - 8.6.3 A recommendation with regard to the measures to be taken by the Data Subject;
 - 8.6.4 To mitigate the possible adverse effects of the breach; and
 - 8.6.5 If known to the neXgro Group of Companies, the identity of the unauthorised person who may have accessed or acquired the Personal Information.
 - 8.7 Data breaches need to be reported by any of the persons or entities mentioned in clauses 8.1 to 8.3 of this Policy.

9. Prohibited Data Processing and Exemptions

- 9.1 Due to the nature of its business, the neXgro Group of Companies may from time to time obtain Personal Information that is prohibited in terms of POPIA to enable it to offer its services and to comply with the laws applicable to its business. As such the neXgro Group of Companies aim to make use of the exemptions that POPIA provides in instances where the Personal Information so prohibited, is needed. The neXgro Group of Companies will obtain consent for this Personal Information, which may include, but is not be limited to:
 - 9.1.1 The religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or

- 9.1.2 The criminal behaviour of a data subject to the extent that such information relates to-
 - 9.1.2.1 The alleged commission by a data subject of any offence; or
 - 9.1.2.2 Any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings.
- 9.2 Personal Information concerning a child.

10. Information Officer

- 10.1 The neXgro Group of Companies' Information Officer is responsible for:
 - 10.1.1 Encouraging compliance with the lawful processing of Personal Information;
 - 10.1.2 Dealing with requests made in terms of POPIA by a requester of the Personal Information of a Data Subject;
 - 10.1.3 Working with the Regulator in relation to investigations conducted pursuant to Chapter 6 of POPIA;
 - 10.1.4 Otherwise ensuring compliance with the provisions of POPIA;
 - 10.1.5 Develop, implement, monitor and maintain a Compliance Framework;
 - 10.1.6 Do a Personal Information Impact Assessment;
 - 10.1.7 Develop a PAIA manual as well as a POPIA policy, monitor, maintain and update it;
 - 10.1.8 Develop internal measures together with adequate systems to process requests for Personal Information and access thereto;
 - 10.1.9 Conduct internal awareness sessions with staff.
- 10.2 The neXgro Group of Companies' Information Officer is Magdalena Elizabeth Delpont, with Contact Number: 011 692 4400 and Email Address: madelize@unigrain.co.za.

11. Deputy Information Officer

- 11.1 The Deputy Information Officer is responsible for assisting the Information Officer with specific tasks as delegated to him/her from time to time.
- 11.2 The Deputy Information Officer is: Lynette Steyn, with Contact Number: 0116924400, and email address: lynette.steyn@unigrain.co.za.

12. Personal Information Transfers outside South Africa

- 12.1 Due to the pervasive and widespread use of cloud technology and the disappearance of national borders in the broader context of the digital age we live in it is accepted that Personal Information of Data Subjects will almost always be transferred internationally. It is not always possible to pinpoint exactly in which country the cloud service is hosted as this may change from time to time as data centres operate internationally in several countries. It may well be the case that Personal Information is transferred to multiple countries.
- 12.2 The use of these services is required to be able to operate as a business, to stay competitive and to keep up to date with new digital technological innovation. The neXgro Group of Companies also require the use of these services to be able to provide clients with its services.
- 12.3 For all Data Subjects the neXgro Group of Companies obtain consent to transfer their Personal Information across borders and this is to be done before the neXgro Group of Companies do so.
- 12.4 The reasons or platforms the neXgro Group of Companies use to transfer Personal Information across borders are:
 - 12.4.1 Cloud services for data file storage;
 - 12.4.2 Cloud server services for email;

- 12.4.3 Newsletter service providers;
- 12.4.4 Proprietary software services;
- 12.4.5 Cloud server storage relating to Azure.

13. Forms relating to the processing of Personal Information

- 13.1 For Data Subjects to exercise their rights in terms of their Personal Information the neXgro Group of Companies need to abide by the law. In this context there are certain prescribed forms by POPIA to be used when interacting with Data Subjects.
- 13.2 For ease of reference Forms 1, 2 and 4 are annexed hereto marked Annexure "C", Annexure "D" and Annexure "F" respectively.
- 13.3 Annexure "C" is Form 1, which is to be used when a Data Subject wishes to object to the processing of his/her/its Personal Information.
- 13.4 Annexure "D" is Form 2, which is to be used when a Data Subject requests for the correction or deletion of Personal Information or destruction or deletion of a record of Personal Information;
- 13.5 Annexure "E" is not a prescribed form, but is to be used to access a record of Personal Information held by the neXgro Group of Companies;
- 13.6 Annexure "F" is Form 3, which is to be used where a request is made to a Data Subject for his/her/its consent to process Personal Information for direct marketing.

14. Protection of Personal Information (POPI) Awareness

- 14.1 The NeXgro Group of Companies conducts POPI awareness sessions with all staff or other consultants or contractors via awareness sessions.
- 14.2 All staff and other consultants or contractors will be required to have completed the POPI awareness training.
- 14.3 From time to time more in-depth POPI awareness sessions may be held with the Information Officers and Deputy Information Officers.

15. Signatures

This policy is officially adopted on behalf of the neXgro Group of Companies on this the
day of _____ 2021.

Signature duly authorised Director

Full names and surname

Signature of Information Officer

Full names and surname

16. Annexure “A” - Definitions

In this Policy and in terms of POPIA, unless inconsistent with or otherwise indicated by the context, the following words will have the meanings assigned to them:

1. **Data Subject**
The natural or juristic person to whom Personal Information relates, such as an individual client, customer or a company that supplies the neXgro Group of Companies, with products or other goods.

2. **Information Officer**
The designated compliance officer appointed by the neXgro Group of Companies from time to time, to address compliance with POPIA.

3. **The neXgro Group of Companies**
Any or all of the companies falling within the neXgro Group from time to time, currently consisting of *inter alia* the following:
 African Grain Investments (Pty) Ltd, Reg no 2017/088570/07
 Boschplaas Silo (Pty) Ltd, Reg no 2021/591066/07
 Econo Logistics (Pty) Ltd, Reg no 2000/014261/07
 FarmFocus (Pty) Ltd, Reg no 2017/077808/07
 Farmstor (Pty) Ltd, Reg no 2020/820132/07
 NeXdeal (Pty) Ltd, Reg no 2019/569432/07
 NeXfarm (Pty) Ltd, Reg no 2019/569460/07
 Nexgro Bethlehem (Pty) Ltd, Reg no 2020/845139/07
 Nexgro Bloemfontein (Pty) Ltd, Reg no 2020/155991/07
 Nexgro Bosveld (Pty) Ltd, Reg no 2020/136343/07
 Nexgro Bothaville (Pty) Ltd, Reg no 2020/087522/07
 Nexgro Caledon (Pty) Ltd, Reg no 2020/087444/07
 Nexgro Delareyville (Pty) Ltd, Reg no 2020/136229/07
 NeXgro™ Delmas (Pty) Ltd, Reg no 2020/730184/07
 NeXgro™ Ermelo (Pty) Ltd, Reg no 2020/730239/07
 NeXgro™ Heidelberg (Pty) Ltd, Reg no 2020/849426/07
 NeXgro™ Hoopstad (Pty) Ltd, Reg no 2020/136290/07
 NeXgro™ Holdings (Pty) Ltd, Reg no 2017/088615/07
 NeXgro™ Klerksdorp (Pty) Ltd, Reg no 2020/087473/07
 NeXgro™ Kroonstad (Pty) Ltd, Reg no 2020/217611/07
 NeXgro™ Middelburg (Pty) Ltd, Reg no 2020/698463/07
 NeXgro™ Parys (Pty) Ltd, Reg no 2017/311472/07
 NeXgro™ Schweizereneke (Pty) Ltd, Reg no 2020/136369/07
 NeXgro™ Standerton (Pty) Ltd, Reg no 2020/698347/07
 NeXgro™ Suid Kaap (Pty) Ltd, Reg no 2020/698566/07
 NeXgro™ Swartland (Pty) Ltd, Reg no 2020/698522/07
 NeXgro™ Wesselsbron (Pty) Ltd, Reg no 2020/163351/07
 NeXgro™ Wolmaransstad (Pty) Ltd, Reg no 2020/136424/07
 NeXgro™ ZA(Pty) Ltd, Reg no 2019/560135/07

 NeXstor (Pty) Ltd, Reg no 2019/569471/07
 NeXstor Holfontein (Pty) Ltd, Reg no 2014/013825/07

NeXtek (Pty) Ltd, Reg no 2019/571812/07
NeXtrac (Pty) Ltd, Reg no 2019/605300/07
Procuco Grain (Pty) Ltd, Reg no 2007/015773/07
Unigrain (Pty) Ltd, Reg no 1996/008579/07
Unigrain Commodities (Pty) Ltd, Reg no 1996/012583/07
Unigrain Trading (Pty) Ltd, Reg no 2001/016989/07
Waagkraal Depot (pty) Ltd, Reg no 2021/914685/07

4. Operator or Third Party Operator

An Operator or Third Party Operator means a person who processes Personal Information for a neXgro Group of Companies in terms of a contract or mandate, without coming under the direct authority of neXgro Group of Companies. For example, a third-party service provider that has contracted with the neXgro Group of Companies to shred documents containing Personal Information. This includes all contractors, suppliers and other persons who deals with the neXgro Group of Companies and who require Personal Information to be disclosed to them.

5. Personal Information

5.1. Personal information is any information that can be used to reveal a person's identity.

5.2. Personal information relates to an identifiable, living, natural person, and where applicable, an identifiable, existing juristic person (such as a company, close corporation, trust, association), including, but not limited to information concerning:

5.2.1. race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language, and birth of a person;

5.2.2. information relating to the education or the medical, financial, criminal or employment history of the person;

5.2.3. any identifying number, symbol, email address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;

5.2.4. the biometric information of the person;

5.2.5. the personal opinions, views, or preferences of the person;

5.2.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person;

5.2.7. the views or opinions of another individual about the person;

5.2.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

5.2.9. Personal Information concerning a child.

6. POPIA

It is the Protection of Personal Information Act, Act no. 4 of 2013, as amended from time to time, together with regulations promulgated in terms thereof.

7. This Policy

This Policy means this policy document as set out herein, together with all its Annexures, as amended from time to time.

8. Processing

Processing means any operation or activity concerning Personal Information, including but not limited to:

- 8.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 8.2. dissemination by means of transmission, distribution or making available in any other form; or
- 8.3. merging, linking, as well as restriction, degradation, erasure or destruction of information.

9. Responsible Party

The Responsible Party is the entity, in this instance the neXgro Group of Companies, that needs the Personal Information for a particular reason and determines the purpose of and means for processing the Personal Information.

10. Requester

Requester means any person (or a person acting on behalf of such person), including, but not limited to, a public body or an official thereof, making a request for access to a record.

17. Annexure “B” – Record Retainment Policy

Record Retainment Policy of the neXgro Group of Companies

1. In terms of various legislation, different periods for the retainment of data and documents are required.
2. In line with legislation, the neXgro Group of Companies have the below periods for retaining documents.
3. Companies Act, No 71 of 2008
The Companies Act expressly provides that records must be kept “in written form, or other form or manner that allows that information to be converted into written form within a reasonable time”.

Document	Retention period
General rule for company records: Any documents, accounts, books, writing, records or other information that a company is required to keep in terms of the Act and other public regulation	7 years or longer if so specified in other regulations
Notice of Incorporation (Registration certificate)	Indefinite
Memorandum of Incorporation and alterations or amendments	Indefinite
Rules	Indefinite
Register of company secretary and auditors	Indefinite
Regulated companies (companies to which chapter 5, part B, C and Takeover Regulations apply) - Register of disclosures of person who holds beneficial interest equal to or in excess of 5% of the securities of that class issued	Indefinite
Notice and minutes of all shareholders meeting including: - Resolutions adopted - Document made available to holders of securities	7 years
Copies of reports presented at the annual general meeting of the company	7 years
Copies of annual financial statements required by the Act	7 years
Copies of accounting records as required by the Act	7 years
Record of directors and past directors, after the director has retired from the company	7 years
Written communication to holders of securities	7 years
Minutes and resolutions of directors' meetings, audit committee and directors' committees	7 years
Securities register and uncertificated securities register	Indefinite

4. The Consumer Protection Act, No 68 of 2008

The Consumer Protection Act, No 68 of 2008, seeks to promote a fair, accessible and sustainable marketplace, to provide for improved standards of consumer information and to prohibit certain unfair marketing and business practices. The Act became effective on 31 March 2011 and should be read with the Consumer Protection Act Regulations. There are specific requirements for information to be kept by intermediaries, for auctions and promotional competitions.

Document	Retention period
Information provided to a consumer by an intermediary <ul style="list-style-type: none"> • 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 or remuneration specified in monetary terms 	3 years
Disclosure in writing of a conflict of interest by the intermediary in relevance to goods or service to be provided	3 years
Record of advice furnished to the consumer reflecting the basis on which the advice was given	3 years
Written instruction sent by intermediary to the consumer	3 years
A person who conducts a promotional competition must retain: <ul style="list-style-type: none"> • full details, including identity or registration numbers, addresses and contact numbers of the promoter; • rules of promotional competition; • copy of offer to participate in promotional competition; • names and identity numbers of persons responsible for conducting the promotional competition; • full list of prizes offered in promotional competition; • a representative selection of materials marketing the promotional competition; • list of all instances when the promotional competition was marketed, including dates, medium used and places where marketing took place; • names and identity numbers of persons responsible for conducting the selection of prize winners in the promotional competition; • acknowledgement of receipt, identity number and the date of receipt of the prize by the prize winner; • declarations or affirmation that prize winners are not employees, directors, agents, or consultants who directly or indirectly controls or is controlled by the promoter or marketing service provider in respect of the promotional competition, or the spouses, life partners, business partners or immediate family members; • basis of determining the prize winners; • summary describing the proceedings to determine the winners; • whether an independent person oversaw the determination of the prize winners; 	3 years

<ul style="list-style-type: none"> • the means by which the prize winners were announced and frequency; • list of names and identity numbers of prize winners; • list of dates when prizes were handed over to the prize winners; • steps taken by the promoter to contact the winner; • reasons for prize winner not receiving or accepting the prize; • and steps taken by promoter to hand over the prize 	
<p>Written agreement that contains the terms and conditions upon which the auctioneer accepts the goods for sale.</p>	<p>3 years</p>

5. Protection of Personal Information Act, 4 of 2013

5.1. The Protection of Personal Information Act, No 4 of 2013, aims to give effect to the constitutional right to privacy, by safeguarding personal information when processed by a responsible party, subject to justifiable limitations.

5.2. Section 14 of the Protection of Personal Information Act states that personal information must not be retained for any longer than is necessary to achieve the purpose for its collection. If there is no legal requirement to keep the information, it should be deleted. The Act therefore places an obligation on the person collecting the data to delete or remove it at a certain time.

5.3. Records of personal information must not be retained any longer than is necessary for achieving the purpose for which the information was collected or subsequently processed, unless:

- 5.3.1. retention of the record is required or authorised by law;
- 5.3.2. the responsible party reasonably requires the record for lawful purposes related to its functions or activities;
- 5.3.3. retention of the record is required by a contract between the parties thereto; or
- 5.3.4. the data subject or a competent person where the data subject is a child has consented to the retention of the record.

6. National Credit Act, No 34 of 2005

6.1. The public is protected by the National Credit Act, No 34 of 2005 ("NCA"), which aims to promote and advance the social and economic welfare of consumers by promoting a fair and transparent credit industry and assisting consumers to make more informed decisions before buying goods and services on credit. To ensure that this process occurs, certain documents must be retained.

Document	Retention period
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Records of registered activities to be retained by Credit Providers, in respect of each consumer: <ul style="list-style-type: none"> • application for credit; • application for credit declined; • reasons for decline of application for credit; • pre-agreement statement and quote; • documentation in support of steps taken in terms of section 81 (2) of the Act; • record of payments made; and • documentation in support of any steps taken after default by consumer. 	3 years from the earliest of the dates on which the registrant created, signed or received the document
Records of registered activities to be retained by Credit Providers, in respect of operations: <ul style="list-style-type: none"> • record of income, expenses and cash flow; • credit transaction flows; and • management accounts and financial statements. 	3 years from the earliest of the dates on which the registrant created, signed or received the document
Retention period applicable to credit bureau information	
Details and results of disputes lodged by the consumers	0.5 years
Enquiries	1 years
Payment Profile	5 years
Adverse classification of enforcement action	1 year
Adverse classification of consumer behavior	1 year
Debt restructuring	Until a clearance certificate is issued
Civil court judgments	The earlier of 5 years or until the judgment is rescinded by a court or abandoned by the credit provider in terms of section 86 of the Magistrate's Court Act, 32 of 1944
Maintenance judgments	Until the judgment is rescinded by a court
Administration orders	5 years or until order is rescinded by court
Sequestration order	5 years or until rehabilitation order is granted
Rehabilitation orders	5 years
Records of registered activities to be retained by Credit Bureaux, <ol style="list-style-type: none"> 1. All documents relating to disputes, inclusive of but not limited to: <ul style="list-style-type: none"> - documents from the consumer; - documents from the entity responsible for disputed information; - documents pertaining to the investigation of the dispute; 2. Correspondence addressed to and received from sources of information as set out in section 70(2) of the Act 	3 years from the earliest of the dates on which the registrant created, signed or received the document

<p>Records of registered activities to be retained by Debt Counsellors, in respect of each consumer</p> <ul style="list-style-type: none"> • application for debt review; • copy of all documents submitted by the consumer; • copy of rejection letter (if applicable); • debt restructuring proposal; • copy of any order made by the tribunal and/or the court; and • copy of clearance certificate. 	<p>3 years from the earliest of the dates on which the registrant created, signed or received the document</p>
<p>Records to be kept in terms of section 170 of the Act in respect of each consumer:</p> <ul style="list-style-type: none"> • records of all applications for credit, credit agreements and credit accounts 	<p>3 years from the date of termination of the credit 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</p>

7. Electronic Communication and Transaction Act, No 25 of 2002

The Electronic Communication and Transaction Act, No 25 of 2002, regulates electronic communication and prohibits the abuse of information. Certain principles are stated for the electronic collection of personal information and also the timeframe in which this information must be kept.

Document	Retention period
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	As long as information is used, and at least 1 year thereafter
A record of any third party to whom the information was disclosed must be kept for as long as the information is used	As long as information is used and at least 1 year thereafter
All personal data which has become obsolete	Destroy

8. Compensation for Occupational Injuries and Diseases Act, No 130 of 1993

The Compensation for Occupational Injuries and Diseases Act, No 130 of 1993, provides for compensation for disablement caused by occupational injuries or diseases sustained or contracted by employees in the course of their employment or for death by these injuries at their place of work. The Act states that certain records that relate to the earnings should be retained.

Document	Retention period
A register or other record of the earnings and other prescribed particulars of all the employees	4 years

9. Occupational Health and Safety Act, No 85 of 1993

The Occupational Health and Safety Act, No 85 of 1993, was enacted to provide for the health and safety of employees at work and for people using plant and machinery and working in other hazardous employment conditions. Certain documents have to be kept based on the Administrative Regulations.

Document	Retention period
A health and safety committee shall keep record of each recommendation 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	3 years
Records of incidents reported at work (Annexure 1 of the General Administration Regulations, 2003)	3 years
Reference: Asbestos Regulations, 2001, Regulation 16(e) and (f)	

Records of assessments and air monitoring, and the	Min of 40 years
Medical surveillance records	Min of 40 years
Reference: Hazardous Biological Agents Regulations, 2001, Regulation 9(1) and (2)	
Records of risk assessments and air monitoring results	40 years
Medical surveillance records	40 years
Reference: Hazardous Chemical Substance Regulations, 1995, Regulation 9	
Records of assessments and air monitoring	30 years
Medical surveillance records	30 years
Reference: Lead regulations, 2001, Regulation 10	
Records of assessments and air monitoring	40 years
Medical surveillance records	40 years
Reference: Noise Regulations (MOSA) Regulation 11	
All records of assessments and noise monitoring	40 years
All medical surveillance records, including the baseline audiogram of every employee	40 years

10. Basic Conditions of Employment Act, No 75 of 1997
The Basic Conditions of Employment Act, No 75 of 1997, states that various documents relating to employees should be kept for future reference.

Document	Retention period
Written particulars of employee must be kept after termination of employment	3 years from the date of the last entry in the record.
Employee's name and occupation	3 years from the date of the last entry in the record.
Time worked by each employee	
Remuneration paid to each employee	
Date of birth of any employee under 18 years of age	
Any other prescribed information	

11. Employment Equity Act, No 55 of 1998
The Employment Equity Act, No 55 of 1998, provides for employment equity and applies to employers and employees. The Act has certain requirements with regard to the retention of certain documents.

Document	Retention period
An employer must establish and maintain records in respect of its workforce, its employment equity plan and other records relevant to its compliance with this Act.	5 years after expiry of plan
A designated employer must retain their Employment Equity Plan	
A designated employer must submit a report to the Director General once every year. This report should be retained after submission to the Director General	4 years

12. Labour Relations Act, No 66 of 1995
The Labour Relations Act, No 66 of 1995, applies to employees, employers, trade unions and employers' organisations and provides a framework where the parties can collectively bargain regarding remuneration, basic conditions of service and other matters of importance.

Document	Retention period
Every Council must preserve the following documents in original or reproduced form: <ul style="list-style-type: none"> •books of account •supporting vouchers •income and expenditure statements •balance sheets •auditor's reports •minutes of its meetings 	3 years from the end of the financial year to which they relate
Registered trade unions and registered employers' organisation must preserve the following documents in original or reproduced form: <ul style="list-style-type: none"> • books of account • supporting vouchers • records of subscriptions or levies paid by its members • income and expenditure statements • balance sheets • auditor's reports 	3 years from the end of the financial year to which they relate.
Registered trade unions and registered employers' organisation must keep a list of its members	Indefinite
Minutes of its meetings, in an original or reproduced form from the end of the financial year to which they relate	3 years
Registered trade unions and registered employers' organisation must keep the ballot papers for a period of three years from the date of every ballot	3 years
Every employer must keep the records in their original form or a reproduced form that an employer is required to keep in compliance with any applicable: <ul style="list-style-type: none"> • collective agreement; • arbitration award; • determination made in terms of the Wage Act 	3 years from the date of the event or end of the period to which they relate
Employer must keep prescribed details of any strike, lock-out or protest action involving its employees	Indefinite
Employers should keep records for each employee specifying the nature of any disciplinary transgressions, the actions taken by the employer and the reasons for the actions	Indefinite

13. Unemployment Insurance Act, No 63 of 2002

The Unemployment Insurance Act, No 63 of 2002, applies to all employers and workers, with certain limited exceptions:

Document	Retention period
Employers must maintain personal records of each of their current employees in terms of <ul style="list-style-type: none"> • names; • identification numbers; • monthly remuneration; and • address where the employee is employed 	5 years

14. Tax Administration Act, No 28 of 2011

Section 29 of the Tax Administration Act (TAA), No 28 of 2011, contains the general record retention requirements for all Acts administered by the Commissioner (Schedule 1 of the South African Revenue Service Act, 1997) and states that a person must keep the records, books of account or documents that:

- enable the person to observe the requirements of a tax Act;
- are specifically required under a Tax Act or by the Commissioner by public notice; and
- will enable the South African Revenue Service (SARS) to be satisfied that the person has observed these requirements.

Document	Retention period
Taxpayers that have submitted a return	5 years from date of submission
Taxpayers who were meant to submit a return, but haven't for that period	Indefinite, until the return is submitted – then the 5-year rule applies
Taxpayers who were not required to submit a return, but received income, 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	5 years from the end of the relevant tax period
A person who has been notified or is aware that the records are subject to an audit or investigation	In addition to the 5 year rule, records must be retained until the audit is concluded or the assessment or decision becomes final. In this regard the extended retention period will apply irrespective of whether the assessments have prescribed in terms of section 99.
A person who has lodged an objection or appeal against an assessment or decision under the TAA	In addition to the 5 year rule, records must be retained until the audit is concluded or the assessment or decision becomes final

15. Income Tax Act, No 58 of 1962

Document	Retention period
In addition to the records required in Chapter 4, part A of the Tax Administration Act, every employer must keep the records as indicated below	
In addition to the records required in section 29 TAA, in respect of each employee the employer shall keep a record showing (para 14(1)(a)-(d)): <ul style="list-style-type: none"> 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 	5 years from the date of submission of the return evidencing payment (i.e. EMP201)

<p>Notwithstanding the provisions of Part A of Chapter 4 of the Tax Administration Act, a registered micro business must only retain a record of:</p> <ul style="list-style-type: none"> • 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 of that registered micro business as at the end of a year of assessment with a cost price of more than R10 000; and • each liability of that registered micro business as at the end of a year of assessment that exceeded R10 000. 	5 years from date of submission or 5 years from end of the relevant tax year depending on type of transaction
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16. Value Added Tax Act, No 89 of 1991

Document	Retention period
In addition to the records required in Chapter 4, part A of the Tax Administration Act, every vendor must keep the records as indicated below.	
Where a vendor's basis of accounting is changed, the vendor shall prepare lists of debtors and creditors showing the amounts owing by the debtors and owing to the creditors at the end of the tax period immediately preceding the changeover period.	5 years from date of submission of the return
Records of importation of goods and documents <ul style="list-style-type: none"> • bill of entry, or • other documents prescribed by the Custom and Excise Act; • proof that the VAT charge has been paid to SARS 	5 years from date of submission of the return
Vendors are obliged to keep the following records: <ul style="list-style-type: none"> • record of all goods and services supplied by and to the vendor • the rate of tax applicable to the abovementioned supplies; and • invoices • tax invoices • credit notes • debit notes • bank statements • deposit slips • stock lists • paid cheques relating thereto 	5 years from date of submission of the return
Documentary proof substantiating the zero rating of supplies	5 years from date of submission of the return
Where a tax invoice or credit or debit note has been issued in relation to a supply by an agent or to 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 years from date of submission of the return

17. Transfer Duty Act, No. 40 of 1949

Document	Retention period
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In addition to the records required to be kept by Chapter 4, part A of the Tax Administration Act, every auctioneer or person who has effected a sale (or other type of transfer) of property on behalf of some other person shall keep:	
A record of the sale, including <ul style="list-style-type: none"> a description of the property sold the person by whom the property has been sold the person to whom the property has been sold; and the price paid for the property 	5 years from date on which the sale was effected
Other records to be kept by the abovementioned persons include: <ul style="list-style-type: none"> signed transfer duty returns submitted to SARS manual and/or eFiling receipts received from SARS regarding payment of the duty exemption certificates (if applicable) 	5 years from date on which these records were submitted to, or received from SARS

18. Securities Transfer Tax Administration Act, No. 26 of 2007

Document	Retention period
In addition to the records required to be kept under section 29 of the Tax Administration Act, the below-mentioned persons must retain sufficient record of a security transfer in order to enable that person to observe the requirements of this Act and satisfy the Commissioner that the requirements of this Act have been met.	
A 'member', 'participant' (as defined in section 1 of the Securities Transfer Tax Act, 2007) who has effected the transfer of a listed security <ul style="list-style-type: none"> A person to whom a listed security has been transferred. 	5 years from date of transfer of the security
A company or close corporation that issued an unlisted security must keep records of every transfer of an unlisted security issued by it. <ul style="list-style-type: none"> These records must be obtained from a person to whom an unlisted security is transferred, who is required to inform the aforementioned company of the transfer. 	5 years from date of transfer of the security

19. Financial Advisory and Intermediary Services Act, No.37 of 2002

Document	Retention period
An authorised financial services provider must, except to the extent exempted by the registrar keep the following documents: <ul style="list-style-type: none"> known premature cancellations of transactions or financial products by clients of the provider; complaints received together with an indication whether or not any such complaint has been resolved; the continued compliance with the requirements referred to in section 8 of the Act; cases of non-compliance with this Act, and the reasons for such non-compliance; and the continued compliance by representatives with the requirements referred to in section 13(1) and (2) of the Act. 	Min of 5 years after termination

18. Annexure “C” – Form 1 – Objection to Processing of Personal Information

FORM 1

OBJECTION TO THE PROCESSING OF PERSONAL INFORMATION IN TERMS OF SECTION 11(3) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO.4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018 [Regulation 2]

Note:

1. Affidavits or other documentary evidence as applicable in support of the objection may be attached.
2. If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.
3. Complete as is applicable.

A	DETAILS OF DATA SUBJECT
Name(s) and surname/ registered name of data subject:	
Unique Identifier/ Identity Number	
Residential, postal or business address:	
	Code ()
Contact number(s):	
Fax number / E-mail address:	
B	DETAILS OF RESPONSIBLE PARTY
Name(s) and surname/ Registered name of responsible party:	
Residential, postal or business address:	
	Code ()
Contact number(s):	
Fax number/ E-mail address:	
C	REASONS FOR OBJECTION IN TERMS OF SECTION 11(1)(d) to (f) <i>(Please provide detailed reasons for the objection)</i>

Signed at this day of20.....

.....
Signature of data subject/designated person

19. Annexure “D” – Form 2 – Request for correction or deletion of Personal Information

FORM 2

REQUEST FOR CORRECTION OR DELETION OF PERSONAL INFORMATION OR DESTROYING OR DELETION OF RECORD OF PERSONAL INFORMATION IN TERMS OF SECTION 24(1) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO.4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018

[Regulation 3]

Note:

1. Affidavits or other documentary evidence as applicable in support of the request may be attached.
2. If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.
3. Complete as is applicable.

Mark the appropriate box with an "x".

Request for:

- Correction or deletion of the personal information about the data subject which is in possession or under the control of the responsible party.
- Destroying or deletion of a record of personal information about the data subject which is in possession or under the control of the responsible party and who is no longer authorised to retain the record of information.

A	DETAILS OF THE DATA SUBJECT
Name(s) and surname /registered name of data subject:	
Unique identifier/ Identity Number:	
Residential, postal or business address:	
	Code ()
Contact number(s):	
Fax number/E-mail address:	
B	DETAILS OF RESPONSIBLE PARTY
Name(s) and surname / registered name of responsible party:	
Residential, postal or business address:	
	Code ()
Contact number(s):	
Fax number/ E-mail address:	
C	INFORMATION TO BE CORRECTED/DELETED/ DESTROYED/ DESTROYED

D	REASONS FOR *CORRECTION OR DELETION OF THE PERSONAL INFORMATION ABOUT THE DATA SUBJECT IN TERMS OF SECTION 24(1)(a) WHICH IS IN POSSESSION OR UNDER THE CONTROL OF THE RESPONSIBLE PARTY ; and or REASONS FOR *DESTRUCTION OR DELETION OF A RECORD OF PERSONAL INFORMATION ABOUT THE DATA SUBJECT IN TERMS OF SECTION 24(1)(b) WHICH THE RESPONSIBLE PARTY IS NO LONGER AUTHORISED TO RETAIN. <i>(Please provide detailed reasons for the request)</i>

Signed at this day of20.....

.....
Signature of data subject/ designated person

20. Annexure “E” – Application for request to access Personal Information

Application form to request access to Personal Information

to request access to a record of personal information held by the neXgro Group of Companies in terms of the Protection of Personal Information Act, Act No 4 of 2013 (as amended)

A. Particulars of person requesting access to the record:

- a) The particulars of the person who requests access to the record must be given below.
- b) The Address and/or fax number with the Republic of South Africa to which the information should be sent, must be given.
- c) Proof of capacity in which the request is made must be attached (if applicable).

Full Names and Surname:

Identity Number:

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Postal Address:

Telephone Number: (___) _____
(___) _____

Fax Number:

Email Address:

Capacity in which request is made when made on behalf of another person:

B. Particulars of person on whose behalf request is made:

This section must ONLY be completed if a request for information is made on behalf of another person.

Full Names and Surname:

Identity Number:

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C. Particulars of record:

- a) Provide full details of the record to which access is requested.

b) If the provide space is inadequate, please continue on a separate page/ annexure and attach it to this form. The Requester must sign all additional pages/ annexures.

1. Description of record or portion of the record requested:

2. Reference Number/ Heading (if Applicable):

3. Any further particulars of record:

Signed at _____, this day ____ of _____ year _____.

Signature of Requester or Data Subject

FOR INTERNAL USE:

Request received from:

Acting on behalf of: _____ (if applicable)

Signature of Information Officer

21. Annexure “F” – Form 4 – Consent to Direct Marketing

FORM 4

APPLICATION FOR THE CONSENT OF A DATA SUBJECT FOR THE PROCESSING OF PERSONAL INFORMATION FOR THE PURPOSE OF DIRECT MARKETING IN TERMS OF SECTION 69(2) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO.4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018

[Regulation 6]

PART A

TO: _____

(Name of data subject)

FROM: _____

Contact number(s): _____

Fax number: _____

E-mail address: _____

(Name, address and contact details of responsible party)

Full names and designation of person signing on behalf of the neXgro Group of Companies:

.....
Signature of designated person

Date: _____

PART B

I, _____ *(full names and surname of data subject)*
hereby

give my consent

to receive direct marketing of goods or services to be marketed by means of electronic communication.

SPECIFY GOODS or SERVICES:

SPECIFY METHOD OF COMMUNICATION:

FAX: _____

E - MAIL: _____

SMS: _____

OTHERS – SPECIFY:

Signed at _____ on this _____ day of _____ 20____

.....
Signature of data subject