# GGDA Group

## Employee Code of Conduct

Document Number: POL/HR/2012/200  
Version: 2.0  
Effective date: 01 April 2018  
Electronic file: GGDA\Policies\HR

The GGDA Group **Employee Code of Conduct** will be adopted by the following entities within the GGDA Group as a Policy for the specific entity with no changes.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Adoption Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>GGDA</td>
<td>X</td>
</tr>
<tr>
<td>SPDC ta AIDC</td>
<td>X</td>
</tr>
<tr>
<td>TIHMC</td>
<td>X</td>
</tr>
<tr>
<td>Constitution Hill Development Company</td>
<td>X</td>
</tr>
<tr>
<td>IDZ</td>
<td>X</td>
</tr>
</tbody>
</table>
POLICY NAME: Employee Code of Conduct
POLICY NUMBER: POL/HR/2012/200

This Policy is applicable to all GGDA Group employees. Questions related to this Policy should be addressed to the Policy Manager in the Human Resources Department. This is the parent Policy for any associated procedures on employee conduct.

APPROVAL BY GGDA

The signatories hereof, confirm their acceptance of the contents and recommend the adoption thereof

Signature: Policy Manager

Date: 01 April 2018

Signature: GGDA Group Chief Executive Officer

Date: 01 April 2018

Signature: Chairperson of GGDA Nomination, HR and Remuneration Committee

Date: 01 April 2018

Signature: Chairperson of GGDA Board

Date: 01 April 2018

ADOPTION BY GGDA SUBSIDIARIES

The signatories hereof, confirm their acceptance of the contents and recommend the adoption thereof

Signature: Chairperson of SPDC ta AIDC Board

Date: 01 April 2018

Signature: Chairperson of TID Board

Date: 01 April 2018

Signature: Chairperson of Conhill Board

Date: 01 April 2018

Signature: Chairperson of IDZ Board

Date: 01 April 2018
## VERSION CONTROL

<table>
<thead>
<tr>
<th>Version</th>
<th>Dated</th>
<th>Revised By</th>
<th>Description of Major Changes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>01/06/2012</td>
<td>HR Department</td>
<td>Consolidation of Group Blue IQ and GEDA policies</td>
</tr>
<tr>
<td>2.0</td>
<td>10/04/2015</td>
<td>HR Department</td>
<td>No substantive changes to nature and foundation of previous Policy. Policy applicability now excludes Board of Directors, Service Providers and Suppliers/Contractors as this is an employee specific Policy.  The Revised Policy has been aligned with the Employment Equity Amendment Act (No 47 of 2013), which is in implementation with effect from 01 August 2014, as well as the Labour Relations Amendment Act (No 6 of 2014), which is in implementation with effect from 01 January 2015.</td>
</tr>
</tbody>
</table>
### Responsibilities, Authorities and Accountability

<table>
<thead>
<tr>
<th>RESPONSIBILITY</th>
<th>DESIGNATION</th>
<th>LEVEL OF RESPONSIBILITY/ ACCOUNTABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Officer</td>
<td>Chief Executive Officer</td>
<td>• Responsible for establishing systems, procedures, processes and training and awareness programmes to ensure efficient and effective implementation of the Policy.</td>
</tr>
<tr>
<td>Responsible Authority</td>
<td>Group Executive: Human Resources</td>
<td>• Responsible to ensure that this policy is implemented at GGDA Group.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Responsible to ensure that a suitable system to support this Policy is in place.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Responsible for providing guidance on the management of exceptions to this Policy.</td>
</tr>
<tr>
<td>Audit Authority</td>
<td>Group Executive: Human Resources</td>
<td>• Responsible for all audit queries in relation to the policy.</td>
</tr>
<tr>
<td>Executing Authorities</td>
<td>All Managers responsible for business units</td>
<td>• Responsible for ensuring that the policy, processes and procedures thereof are implemented within his/her department/ division/unit/section.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Responsible for ensuring compliance with the policy.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Responsible for implementing suitable systems to support the implementation of this policy.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Responsible for reporting on and managing exceptions to this policy.</td>
</tr>
<tr>
<td>Inputs and compliance</td>
<td>Organised Labour and Employees</td>
<td>• Responsible for providing inputs as part of consultation process and understand and adhere to the approved Policies.</td>
</tr>
<tr>
<td>Administrative Responsibility</td>
<td>Group Executive: Human Resources, Senior Manager: HR and HR Managers</td>
<td>• Responsible for ensuring that the content is accurate, up to date and complies with governing prescripts.</td>
</tr>
<tr>
<td>Revision / Amendments</td>
<td>Group Executive: Human Resources, Senior Manager: HR and HR Managers</td>
<td>• Responsible for the annual review of the policy and / or amending of the policy as necessary.</td>
</tr>
<tr>
<td>Enquiries</td>
<td>Group Executive: Human Resources, Senior Manager: HR and HR Managers</td>
<td>• Proposed corrections and/or amendments to this document must be forwarded to the Policy Manager in the Human Resources Department.</td>
</tr>
</tbody>
</table>
Table of Contents

Responsibilities, Authorities and Accountability ................................. 4

1. Purpose ................................................................................. 6

2. Policy Objectives ........................................................................ 6

3. Definitions, Terminology and Abbreviations ....................................... 7

4. Applicability ........................................................................... 7

5. Related Policies ........................................................................ 8

6. Policy Statement ......................................................................... 8

7. Roles and Responsibilities .............................................................. 22

8. Monitoring and Compliance .......................................................... 24

9. Governing Prescripts ................................................................ 24

ANNEXURE 1: GGDA GROUP DECLARATION OF INTEREST FORM
1. Purpose

1.1 This policy aims to be to promote exemplary and professional business conduct by GGDA Group employees to ensure that conduct is beyond reproach. It also acts as a guideline as to what is expected from an ethical point of view, both the individual conduct and in relationship with others.

2. Policy Objectives

2.1 Establish a positive image of the GGDA Group as an ethical and exemplary business environment;

2.2 Establish a standard set of rules and regulations for the GGDA Group which are adhered to and adopted by all as a standard code of conduct;

2.3 Ensure that GGDA Group conducts all its activities to the highest standard of competence, integrity and ethical behaviour to ensure its conduct is beyond reproach;

2.4 Ensure that compliance with the Code enhance professionalism and to help ensure confidence in the GGDA Group;

2.5 Ensure that GGDA Group provide the public with the best possible level and quality of service in delivering services in a professional manner, resisting pressures to compromise on our values and standards;

2.6 Ensure that GGDA Group promote the best interests of the company and build upon the public goodwill;

2.7 Ensure that GGDA Group practices, activities, policies and procedures create a workplace which promotes integrity, ethical behaviour/conduct and reaching for the highest potential.
3. Definitions, Terminology and Abbreviations

<table>
<thead>
<tr>
<th>Terminology</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business courtesy</td>
<td>Any gesture or token of appreciation in a form of a gift</td>
</tr>
<tr>
<td>CEO</td>
<td>Chief Executive Officer, both at Holdings and Subsidiary Companies</td>
</tr>
<tr>
<td>Collective ethical conduct</td>
<td>Ethical behaviour can also be regarded as collective behaviour, because external stakeholders such as suppliers, communities and state develop their perceptions about agency’s commitment to the common good on the basis of the actions and the conduct by employees of the agency. This leads to the collective perception of the agency as an ethical organisation</td>
</tr>
<tr>
<td>Conflict of interest</td>
<td>Any interest in business dealings that will place the employees including all directors in a position that will result in a conflict between their duties to GGDA Group and their personal interest or gain</td>
</tr>
</tbody>
</table>
| Ethics                     | Refers to standards of conduct which indicate how a person should behave based on moral duties and virtues arising from principles of right and wrong. Ethics therefore involve two aspects:  
  • The ability to distinguish right from wrong  
  • The commitment to do what is right                                                                                                           |
| GGDA Group Employee        | Refers to a person employed by the GGDA Group both permanent and fixed term contract employees excluding temporary employees and interns                                                              |
| HR                         | Human Resources                                                                                                                                                                                          |
| NHREMCO                    | Nomination, Human Resources and Remuneration Committee                                                                                                                                                   |
| Individual ethical conduct | Ethical behaviour refers to individual actions by employees which are intended to further the common good of the organisation, as determined by its policies, procedures, directives and business objectives, which the employees are required to comply. If a person is conscious that his behaviour is against the common good of the organisation or other employees, such conduct is unethical |
| Inexpensive gifts          | Any gift of R200.00 (Two hundred rands) or less                                                                                                                                                           |
| Substantial gifts          | Any gift above the value of R200.00 (Two hundred rands)                                                                                                                                                   |
| Temporary employee         | Is an employee employed by the temporary employment services for a period not exceeding three (3) months of employment to perform temporary services tasks and duties                                               |

4. Applicability

This Policy is applicable to all GGDA employees including temporary employees and interns.
5. Related policies

The policy must be read in conjunction with the following prescripts and documents:

5.1 Internal and External Communications Policy;
5.2 Social and Ethics Committee Charter.

6. Policy Statement

6.1 GGDA Group is committed to provide a work environment that is free from discrimination based on race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language and birth or on any other arbitrary ground;

6.2 GGDA Group complies with applicable human rights legislation and do not permit conduct that creates an intimidating or offensive work environment. This includes but is not limited to racist, sexist or ethnic comments, statements, material, offending jokes in view of culture, religion and gender, harassment or slurs, as well as being in possession of pornographic literature, photographs or material;

6.3 GGDA is committed to provide prompt, effective and efficient services to the public, which are responsive to their needs and add value to business performance. In conducting business and providing services with objectivity, professional and personal integrity and due care, we at GGDA Group:

6.3.1 Strive to maintain public trust and confidence, and to be cognisant of and comply with applicable laws and regulations;

6.3.2 Observe the high standards of performance in providing goods and/or services and continually strive to improve the quality of goods and/or services to the public;

6.3.3 Preserve the confidentiality of information that we obtain whilst performing duties, regardless of the form or nature of that information:
6.3.3.1 Unless we have specific permission from the relevant authority, or we are required to disclose information to properly discharge our responsibilities under the law or other authoritative requirement, we do not disclose confidential information to anyone, including business acquaintances, friends or relatives, or other third parties;

6.3.3.2 In keeping with the ethical and standards of the GGDA Group, we do not use information obtained whilst performing our duties for personal gain;

6.3.4 GGDA Group must be financially and materially independent of its customers and maintain an independent and objective attitude in performing its duties, which prohibits relationships that may appear to impair objectivity in rendering services;

6.3.4.1 Financial or personal relationships with customers that would be reasonably perceived to be a threat to the GGDA Group’s ability to act with integrity and objectivity are therefore not permitted.

6.4 Relationships with the external stakeholders

6.4.1 Employees are expected to:

6.4.1.1 Be polite, respectful and helpful in his/her dealings with the public, at all times treating members of the public as customers who are entitled to receive high standards of service;

6.4.1.2 Respect and protect every person’s dignity and his or her rights as contained in Constitution of the Republic of South Africa, No 108 of 1996, as amended;

6.4.1.3 Recognise the public’s right of access to information, excluding information that is specifically protected by the law.

6.5 Relationships amongst ourselves

6.5.1 Employees are expected to:

6.5.1.1 Be honest and accountable in dealing with public funds and uses the GGDA Group property and other resources effectively, efficiently, and only for authorised official purposes;
6.5.1.2 Promote sound, efficient, effective, transparent and accountable administration;
6.5.1.3 Strive to achieve the objectives of the GGDA Group cost-effectively and co-operate fully with other employees to advance the GGDA Group interest;
6.5.1.4 Execute and discharge responsibilities with competence and diligence and in a professional and competent manner, as well as execute all reasonable instructions by delegated persons;
6.5.1.5 Not engage in any transaction or action that is in conflict with or infringes on the execution of his/her official duties;
6.5.1.6 Be punctual in the execution of his/her duties;
6.5.1.7 Refrain from favouring friends in work-related activities and never abuse his or her authority or influence others nor is influenced to abuse his/her authority;
6.5.1.8 Recuse him/herself from any official action or decision-making process which may result in improper personal gain;
6.5.1.9 Use the appropriate channels to air grievances;
6.5.1.10 Be committed to the optimal development, motivation and utilisation of resources and the promotion of a sound working environment and interpersonal relations;
6.5.1.11 Deal fairly, professionally and equitably with others, irrespective of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, conscience, belief, culture or language;
6.5.1.12 Refrain from and promoting party political activities in the workplace;
6.5.1.13 Refrain from lending or engaging in lending activities at a workplace, unless duly registered with the National Credit Act (No 34 of 2005) as a National Credit Provider, which must be approved by the CEO;
6.5.1.14 Refrain from selling products and services at a workplace, unless authorised by CEO.
6.6 **Code of Good Behaviour**

6.6.1 Employees shall:

6.6.1.1 In the course of his/her duties, report to the appropriate authorities, fraud, corruption, nepotism, maladministration and any other act which constitutes an offence;

6.6.1.2 Give honest and impartial advice, based on all available relevant information, to higher authorities when asked for assistance of this kind;

6.6.1.3 Honour the confidentiality of matters, documents and discussions, classified or implied as being confidential or secret;

6.6.1.4 During official duties, dress and behave in a manner that enhances the reputation of the GGDA Group;

6.6.1.5 Act responsible as far as the use of alcoholic beverages or any other substance with an intoxicating effect is concerned during official functions;

6.6.1.6 Not use his/her position to obtain private gifts or benefits for him/herself during the performance of official duties nor accept any gifts or benefits when offered as these may be construed as bribes;

6.6.1.7 Not use or disclose any official information for personal gain or the gain of others;

6.6.1.8 Not, without approval, undertake remunerative work outside his/her official duties or use GGDA Group equipment for such work.

6.6.2 **Alcohol and/or drugs usage and abuse at workplace**

6.6.2.1 Abuse of alcohol or drugs, or arriving for work intoxicated due to alcohol or drug abuse is prohibited and stringent steps shall be taken in case of suspicion of use in accordance to the GGDA Group Disciplinary Code.
6.6.3 Declaration of Interest

6.6.3.1 GGDA Group must ensure that the declaration remains current and up to date on an annual basis;

6.6.3.2 GGDA Group must update the Declaration of Interest Form to comply with good practices and standards. Refer to Annexure 1 for Declaration of Interest Form;

6.6.3.3 GGDA Group employees are required to complete and submit Declaration of Interest Forms annually before the end of first quarter of the financial year, which are stamped by the Commissioner of Oaths;

6.6.3.4 All new employees of the GGDA Group are required to complete the Declaration of Interest Form on commencement of employment with the GGDA Group and before the end of the first month of employment.

6.6.4 Conflict of interest and extraneous employment

6.6.4.1 It is a condition of employment that no employee may, without the prior written consent of the GGDA Group, be directly or indirectly engaged in any other business, association, or undertaking;

6.6.4.2 GGDA Group employee may not without the prior written consent of the Group, perform any duties, functions, or services in respect of any other business, association, or undertaking which may result in a conflict of interest between that business, association, or undertaking, and the Group;

6.6.4.3 Permission as set out above will only be granted provided that the GGDA Group is satisfied, in its absolute discretion, that the activity is in no way prejudicial, or potentially prejudicial to the interests of the Group and provided that the Group is satisfied that the employee's efficiency will in no way be impaired by the proposed activity;

6.6.4.4 Nothing in this clause shall prevent an employee from owning less than 15% of the shares in a Public Company listed on the Johannesburg Stock Exchange or some such similar exchange;
6.6.4.5 GGDA Group employees must disclose any financial interest they or their immediate family have in any firm which does business with the Group or which competes with it. The Group may require divestiture of such interest if it deems that the interest is in conflict with its best interests;

6.6.4.6 GGDA employee shall immediately disclose to the Group in writing full particulars of any interests of any nature whatsoever which the employee holds at commencement of employment in another Group or business undertaking of any nature, and shall disclose to the Group in writing, immediately upon acquisition, full particulars of any interest in any other Group or business undertaking which may be acquired during employment. This clause does not permit an employee to undertake any activity, which is prohibited in terms of this clause;

6.6.4.7 GGDA Group employees are not to accept full-time or temporary employment with any Company or firm that does business with the Group or its competitor. This prohibition includes any kind of goods and/or services, whether or not for a fee or in-kind benefit;

6.6.4.8 This policy does not extend to part-time employment teaching in local colleges or universities when it furthers professional development. Nor does it apply to work performed as a volunteer for civic, charitable or educational purposes. Such efforts are generally regarded as being consistent with personal development and in the interests of the GGDA Group;

6.6.4.9 GGDA Group employees, who engage in outside activities such as giving speeches, making presentations, or writing books, papers or articles on subjects encompassed by the mission, must notify their Managers in advance of finalising any agreement to take part in such activity;

6.6.4.10 GGDA Group employees and their immediate families are not to accept gifts, except those of a nominal value, from any person or firm doing, or intending to do business with the GGDA Group.
6.6.5 Gifts

6.6.5.1 It is recommended that employees and their immediate families do not accept extravagant gifts, and where not possible to decline it must be declared, except those of a nominal value, from any person or firm doing, or intending to do business with the GGDA Group;

6.6.5.2 Gifts that must be declared are defined as any items of a material nature that have an intrinsic value in excess of R200.00 or a cumulative value in excess of R200.00 where several small gifts are received from the same or closely related source in a twelve (12) month period;

6.6.5.3 Casual gifts offered by contractors or others, e.g. at Christmas time, may not be in any way connected with the performance of duties so as to constitute an offence under the Prevention and Combating of Corruption Activities Act, No 12 of 2004, as amended. This is a matter of judgement, however, in order to avoid ambiguity, it is preferable to politely decline extravagant or repeated gifts or repeated occurrence of hospitality;

6.6.5.4 Articles of low intrinsic value such as diaries or calendars, or small token of gratitude need not necessarily be refused. In case of doubt, staff should consult their Managers and HR Department;
   a. For purpose of this policy, an individual gift of insignificant value e.g. pens and calendars will normally be acceptable;

6.6.5.5 Individual staff must not seek or accept preferential rates or benefits in kind for private transactions carried out with companies with which they have had, or may have, official dealings on behalf of the GGDA Group;

6.6.5.6 GGDA Group HR Departments will keep a record of gifts accepted, benefits and hospitality of more than nominal value on monthly basis, so that the records may be regularly reviewed. This will be done through either a Gifts Declaration Form or Gifts Register.
6.6.6  *External activities and representation*

6.6.6.1 Employees are expected to act in an appropriate manner at all external events or activities, whilst representing the GGDA Group. This includes external meetings, conferences, seminars, training courses, exhibitions, where they can reasonably be assumed to be present in a representational capacity;

6.6.6.2 All Company policies and procedures are applicable in all instances of representational capacity;

6.6.6.3 Failure to act within policy guidelines at such events or activities will subject to a disciplinary action as per the approved Disciplinary Code.

6.6.7  *Contact with or statements to the media*

6.6.7.1 Contact and cooperation with the media is extremely important to the GGDA Group, it is therefore necessary to handle these relationships in a professional manner;

6.6.7.2 Corporate Communications Department immediately is responsible for handling media matters in the GGDA Group;

6.6.7.3 No employee should therefore deal directly with the media without consultation with the CEO;

6.6.7.4 Employees who are approached by the media should refer them to the Corporate Communications Department immediately, even if you think that you have the correct answer. There are often factors that employees may not be aware of which could influence the perception of the Group in the media;

6.6.7.5 Employees should strictly adhere to this procedure and deviations from this policy will lead to disciplinary action;

6.6.8  *Dress Code*

6.6.8.1 For day to day generally accepted and directive dress code is applicable to all staff, unless otherwise communicated by management, is corporate or smart casual.
6.6.9 **Smoking**

6.6.9.1 Smoking within GGDA Group premises and buildings shall be guided by the Smoking Policy and any concerns regarding the non-observance of this policy should be reported to HR Department. Refer to the Smoking Policy for more details.

6.6.10 **Confidentiality**

6.6.10.1 It is the policy of the GGDA Group that employees are required to sign an agreement as part of their employment contract at the time of hire. This agreement is not intended to limit staff’s ability to pursue a professional career upon leaving the Group, but is designed to protect the Group investment in its people;

6.6.10.2 The agreement provides:

a. During and after employment, staff may not use or divulge confidential information belonging to the GGDA Group in an unauthorised manner;

b. During and after employment with the GGDA Group, staff may not use the Group proprietary information other than for the benefit of the Group;

c. During employment with the GGDA Group, staff may not provide goods and/or services or engage in an activity that may be competitive with those of the Group, whether or not for compensation;

d. After leaving the GGDA Group, staff must return and not retain confidential information belonging to the Group;

6.6.10.3 The general internal business of the GGDA Group should not be discussed outside the Group except as may be required in the normal course of business. Information designated as confidential is to be discussed with no one outside the Group and only discussed internally on a “need to know” basis;
6.6.10.4 CEO and Departmental Managers are responsible for identifying information that should be classified as confidential and should develop procedures to control and secure the information. Information that should be regarded as confidential includes business plans, research data, personnel files and financial records:
   a. Once information has been designated as confidential, it should be clearly identified as such and properly secured;
   b. Where appropriate, access to sensitive files should be logged with such files being viewed within defined locations and under supervision;
   c. Upon termination, an employee is not to take or remove any manuals, programmes, documents, computer programmes, compilations of technical data, specifications or other records of any nature relating to the GGDA Group, or any reproductions thereof;

6.6.10.5 All employees have a responsibility to avoid the unnecessary disclosure of non-confidential internal information regarding the GGDA Group and its suppliers. This is not intended to impede the normal flow of business communication and relationships, but is intended to alert staff to use discretion in the dissemination of the Group related information;

6.6.10.6 The employee may by virtue of his/her employment by the GGDA Group have access to certain of the Group trade secrets and confidential information including (but without limitation) the following matters:
   a. processes, techniques, designs, knowledge of business associates and service providers of the GGDA Group;
   b. contractual arrangements between the GGDA Group and associates and providers;
c. financial details of the GGDA Group relationship with its associates and service providers including: financial terms; the names of the Group prospective; associates and providers and their requirements; details of the Group financial structure and operating results; details of the remuneration paid by the Group to its various officers and employees and of their duties;

d. all other matters which relate to the business of the GGDA Group and in respect of which information is not readily available in the ordinary course of business to a competitor of the Group (collectively referred to herein as "the trade secrets");

6.6.10.7 In order to protect the GGDA Group proprietary interests in the trade secrets and confidential information as aforesaid, the employee undertakes in favour of the Group during and after termination of employment that:

a. he/she will not, whether directly or indirectly, use any of the trade secrets, or divulge or disclose them to any other persons whomsoever, without the prior written consent of management;

b. he/she will not, whether directly or indirectly, use any written instructions, notes, memoranda or records of whatsoever nature relating to the trade secrets which may have been made available to him/her or which may have come into his/her possession. These shall be deemed to be the property of the GGDA Group and accordingly shall be surrendered by him/her to the Group at the latter's request;

c. he/she will not retain any copies of the confidential records or any extracts there from;

d. he/she will not, either for himself/herself or as the agent of anyone else, persuade, induce, solicit or encourage (or endeavour to do any of the foregoing) any of the GGDA Group employees to:

i. become employed by or interested in any manner whatsoever in any business, firm undertaking or the GGDA Group (collectively referred to herein as "any concern") directly or indirectly in competition with the Group; or

ii. terminate his/her GGDA Group;
e. he/she will not furnish any information or advice acquired by him/her as a result of his/her association with or employment by the GGDA Group to any person whomsoever, which results or may result in any of the Group employees becoming employed by or interested in any manner whatsoever, whether directly or indirectly, in any concern;

f. he/she will not solicit, interfere with or entice or endeavour to entice away from the GGDA Group, any person, firm, undertaking or the Group who or which, during the period of five (5) years immediately prior to the termination of the employee's employment is or was a supplier, associate and Client or was accustomed to dealing with the Group;

g. he/she be entitled whether for his/her own benefit or that of others, to make use or avail himself/herself of or to derive profit from any information or knowledge specifically related to the business or affairs of the GGDA Group or any of its associates and service providers which he/she shall or may have acquired by reason of his/her position in, or association with the business of the Group;

h. he/she will not cause prejudice or potential prejudice to the GGDA Group or its associates or service providers in any manner whatsoever;

6.6.10.8 Employees should understand that any breach while in employment will result in a formal disciplinary action.

6.6.11 Ownership of Documents and Intellectual Property

6.6.11.1 Ownership of any documents of any kind whatsoever which are prepared by the employee in connection with his/her employment with the GGDA Group in terms of this agreement, will vest, and remain vested in the Group;

6.6.11.2 GGDA Group will be entitled, directly or indirectly, to make use of such documents in the carrying out of additional or similar work. Refer to Confidentiality Agreement;
6.6.11.3 The employee hereby assigns to the Group the copyright throughout the world in any work which may qualify for copyright and of which the employee may become the author within the course and scope of his/her obligations in terms of this agreement.

6.6.11.4 The employee undertakes to execute all such documents as the GGDA Group may require giving effect to such assignment;

6.6.11.5 If the employee, acting within the course and scope of his/her obligations in terms of this agreement, whether alone or in conjunction with any person, adapts or invents new materials, methods or processes, he/she will assign all his/her rights, title and interest in and to such adaptation, invention to the Group or its nominee, which may at its discretion apply for patent/copy rights in its name;

6.6.11.6 The provisions of this clause, and the rights and obligations created hereunder, will survive the termination of this agreement of service and will remain binding upon the parties in perpetuity.

6.6.12 Meals and Entertainment

6.6.12.1 Meals and entertainment paid for, or provide by an individual or company with whom the GGDA Group conducts or may conduct business, may be accepted on an infrequent basis, and provide all the following conditions have been met:

a. It is in the interest of building necessary business relationships;

b. It is not likely to be extravagantly priced;

c. Acceptance will not create the appearance of a conflict of interest;

d. Management approval has been obtained.
6.6.13 Safeguarding of Assets

6.6.13.1 Company Funds and Property

a. Employees always conduct GGDA Group business judiciously;
b. Employees are responsible for safeguarding and making proper and efficient use of company funds and property. Company funds and property include, but are not limited to company time, cash, cheques, drafts, land, buildings, records, equipment, including fax machines, copiers, telephones, computer hardware and software and all other items belonging to the company;
c. When travelling on company business, employees should take special care with regards to travel and accommodation expenses;
d. Any transgressions of the company policy will result in disciplinary action;
e. Actual or suspected loss, damage, misuse, theft, embezzlement or destruction of company funds or property should be reported immediately to a supervisor/line manager;
f. Company records include employee payroll records, performance records and other essential documentation;
g. Accurate and complete records are critical for meeting the GGDA Group financial, legal and managerial obligations as well as fulfilling our obligations to customers, suppliers and employees;
h. Records should be retained according to legal requirements. Disclose records only when authorised by the company or in response to legal requirements.

6.6.13.2 Return of Property

a. On termination of employment with the GGDA Group, the employee undertakes to immediately return to the Group all books, records, plans, documents or any other subject matter belonging to the Group, any associated company or any service provider.
7. Roles and Responsibilities

7.1 GGDA Board

7.1.1 Approve the Policy.

7.2 Subsidiary Boards

7.2.1 Note and adopt the Policy

7.3 Management Committees and GGDA Group Management Forum

7.3.1 Provide inputs, make and submit recommendations on the Policy to the Policy Manager for consideration.

7.4 Group Executive: HR, Senior HR Manager and HR Managers

7.4.1 Oversee the implementation of the employee conduct as per the approved Policy.

7.4.2 Make recommendations with regards to the implementation of the Policy.

7.5 Line Manager

7.5.1 Understand the Policy.

7.5.2 Provide the HR Department with constructive feedback that will assist in improvement of the HR practices within the GGDA Group.

7.6 Organised Labour and Employee

7.6.1 Responsible for understanding and adhering to the approved Policies.

7.6.2 In terms of the Code, all employees are expected to adhere to the following:

7.6.2.1 Be aware of, and alert to situations that could encourage or allow participation in illegal, improper or unethical actions and seek guidance to avoid potential problems;

7.6.2.2 Assess whether the actions of others may be unethical and to report a conduct that appears to be in conflict with the Code;
7.6.2.3 Not to accept or offer substantial business courtesies or gifts, either in cash or in kind, in connection with their employment;
7.6.2.4 Manage their personal affairs in a manner that does not impair, or appear to impair the objectivity of any decisions that they make on behalf of the GGDA Group;
7.6.2.5 Discourage and resist nepotism or favouritism in the workplace;
7.6.2.6 Rescue themselves from any official action or decision making process that may result in personal gain;
7.6.2.7 Not to tolerate any form of improper influence, bribery or unethical conduct by suppliers or any other stakeholders and to immediately report such conduct;
7.6.2.8 Refrain from undertaking remunerative work without permission outside their official duties which may present conflict of interest with the GGDA Group or using office equipment for non-GGDA Group remunerative work;
7.6.2.9 Recognise that assets of the GGDA Group including time, materials, equipment and information are for the sole purpose of use for Agency and are not for personal benefit or use, after work hours;
7.6.2.10 Perform duties with honesty and integrity and to the best of one's ability;
7.6.2.11 Take responsibility and accept accountability for actions and decisions taken (appropriate to their job grade);
7.6.2.12 Address any misconceptions or misunderstandings in the workplace, however they arise;
7.6.2.13 Actively discourage any form of victimisation, discrimination or retribution against those who report or have reported or intend to report breaches of the Code;
7.6.2.14 Communicate openly and honestly and act with a commitment to achieve a prudent fair, transparent responsible result;
7.6.2.15 Preserve assets, resources and reputation of the GGDA Group and to report any event that may prejudice the Group;
7.6.2.16 Honour the confidentiality of all matters, documents and discussions regarding the GGDA Group and use or disclose any official information for personal gain or the gain of others;
7.6.2.17 Keep abreast of technical and functional developments and to avail
themselves of on-going training and self-development;
7.6.2.18 Participate fully and contribute to the improvement of team spirit.

8. Monitoring and Compliance

8.1 This Policy supersedes all previous policies relating to employee conduct, which are
hereby repealed;
8.2 Negligent or wilful non-compliance with this instruction by an official of GGDA Group
constitutes an offence that will lead to disciplinary action in terms of relevant GGDA
Group HR Policies;
8.3 Failure to comply with this Policy may result in disciplinary action up to and including
termination of employment.

9. Governing Prescripts

This policy has been developed in accordance to the following applicable legislation:
9.2 Prevention and Combating of Corruption Activities Act, No 12 of 2004, as amended;
9.3 Protected Disclosures Act, No 26 of 2000, as amended;
9.4 Promotion of Equality and Prevention of Unfair Discrimination Act, No 4 of 2000, as
amended;
9.5 Applicable Codes of Good Practices.
GGDA GROUP
DETECTION OF INTEREST FORM

(PRIVATE AND CONFIDENTIAL)
WHY IS A DECLARATION MADE?
The completion of this Declaration of Interest Form is a safeguard for you and GGDA. The purpose is to avoid any conflict of interest between your private interests and your work duties.

The Code of Conduct provides guidance on how to avoid a conflict of interest. This includes:
- Standing down in any decision making process in which you may be compromised
- Not using your position to obtain a private benefit for someone else
- Not allowing your decisions to be improperly influenced by family or other personal relationships
- Not seeking or accepting gifts or favors for services performed in connection with your work.

Conflicts of interest can be actual, potential or perceived, and should be declared to ensure that risks any are managed.

WHO SEES THE DECLARATION?
Only those persons duly authorised as having a bona fide reason may have access to the document. The declaration will be kept on a confidential file within HR. You may attach additional pages if there is insufficient space on this form for all the information required. Each additional page must be dated and signed by you.

Revise Later: Make reference to POPI Act.

NOTES ON COMPLETING THIS FORM:
- Please complete the form as accurately and comprehensively as possible.
- Please complete the form in black ink.
- Please type or write your answers in block capitals, and provide an answer for each question.
- Do not leave any questions blank.
- In case there is no sufficient space in the allocated boxes, kindly capture additional information in a separate page and insert in the form.
I, the undersigned (Full Name & Surname) ________________________________

Employed by (Name of Organisation) ____________________________________________

Employed as (Designation) _____________________________________________________

hereby declare the business interests and certify that the following information is true and correct to the best of my knowledge.

1. DIRECTORSHIPS AND PARTNERSHIPS

<table>
<thead>
<tr>
<th>Are you a trustee or director of any organisation?</th>
<th>Please tick as appropriate</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>If yes, please complete below:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of organisation</th>
<th>Date/Position occupied in Enterprise</th>
<th>% of business / enterprise owned</th>
<th>% time spent managing/involved in business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. TRUSTEE/DIRECTORSHIPS BY IMMEDIATE FAMILY

<table>
<thead>
<tr>
<th>Are you a trustee or director of any Trust organisation in which a member of your immediate family is a beneficiary, which could reasonably raise a conflict of interest with your duties at GGDA?</th>
<th>Please tick as appropriate</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td></td>
</tr>
<tr>
<td>If yes, please complete below:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of organisation</th>
<th>Type of business</th>
<th>Nature of Conflict</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 3. SHARES AND OTHER FINANCIAL INTERESTS

<table>
<thead>
<tr>
<th>Name of Company/Entity</th>
<th>Number of shares/extent of financial interests</th>
<th>Nature</th>
<th>Nominal Value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Please tick as appropriate**

| Yes | No |
---|----|
If yes, please complete below:

### 4. OFFICE HOLDER

<table>
<thead>
<tr>
<th>Name of organisation</th>
<th>Type of business</th>
<th>Nature of Conflict</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Please tick as appropriate**

| Yes | No |
---|----|
If yes, please complete below:

### 5. REMUNERATED WORK OUTSIDE THE GGDA

<table>
<thead>
<tr>
<th>Name of Employer</th>
<th>Type of Work</th>
<th>Amount of remuneration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Please tick as appropriate**

| Yes | No |
---|----|
If yes, please complete below and attach the approval:
6. SOURCES OF INCOME

Do you receive income apart from your main source of income which could reasonably raise a conflict of interest with your duties at GGDA?

Please tick as appropriate

No ☐

Yes ☐

If yes, please complete below:

<table>
<thead>
<tr>
<th>Name of organisation</th>
<th>Type of business</th>
<th>Amount of remuneration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I, the undersigned (Full Name & Surname) ____________________________________________ certify that the information furnished in the Declaration of Interest Form is true and correct to the best of my knowledge.

I am aware of GGDA’s Employee Code of Conduct Policy and my obligations there under. I declare that as far as I am aware none of these private interests conflict with my employment with the GGDA. I undertake to advise the GGDA if a conflict or potential conflict arises, I undertake to advise GGDA promptly and in writing within fourteen (14) working days of becoming aware of the changed circumstances, and to recuse myself in any deliberations or decisions in which I may be compromised.

DECLARANT

__________________________________________  _________________________________
SIGNATURE  DATE:

__________________________________________
PLACE
OATH/AFFIRMATION

I certify that before administering the oath/affirmation I asked the desponent the following questions and wrote down her/his answers in his/her presence:

i. Do you know and understand the contents of the declaration?
   Answer:  

   ii. Do you have any objection to taking the prescribed oath or affirmation?
       Answer:  

   iii. Do you consider the prescribed oath or affirmation to be binding on your conscience?
       Answer:  

COMMISSIONER OF OATHS:

__________________________________  ______________________________________
FULL NAMES                     SIGNATURE

__________________________________
PLACE

STAMP