

## Robert Bosch (Pty) Ltd

### POPIA – Manual

#### 1. Introduction

- 1.1. This Policy is implemented in compliance with the provisions of the Protection of *Personal Information* Act 4 of 2013 and its Regulations in order to give effect to the Constitutional right to privacy.
- 1.2. This Policy will regulate and protect *Personal Information* and the rights and interests of all *Data Subjects* who provide *Personal Information* to Robert Bosch (Pty) Ltd (“Bosch”).
- 1.3. Bosch guarantees its commitment to protecting its Data’s Subject’s privacy and ensuring that their *Personal Information* is used appropriately, transparently, securely and in accordance with applicable laws.

#### 2. Scope

- 2.1. This Policy applies to all *Personal Information* processed by Bosch and any group company in the exercise of its functions and obligations as a business entity, including the *Personal Information* of Bosch’s customers, employees and suppliers.

#### 3. Definitions

- 3.1. “**the Act**” means the Protection of *Personal Information* Act 4 of 2013;
- 3.2. “**Data Subject**” means the person to whom *Personal Information* relates, including Company employees;
- 3.3. “**Deputy Information Officer**” means any person(s) who have been designated by the Information Officer to perform certain delegated duties and responsibilities of the Information Officer;
- 3.4. “**Information Officer**” means the head of a private body being either the Chief Executive Officer, the acting Chief Executive Officer or an equivalent officer or any person duly authorized by that officer;
- 3.5. “**Operator**” means a person who processes *Personal Information* for a

*Responsible Party* in terms of a contract of mandate, without coming under the direct authority of that party;

3.6. **“Personal Information”** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to: -

3.6.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

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

3.6.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

3.6.4. the biometric information of the person;

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

3.6.6. 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;

3.6.7. the views of opinions of another individual about the person;

3.6.8. 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;

3.7. **“Processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning *Personal Information*, including: -

3.7.1. the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;

3.7.2. dissemination by means of transmission, distribution or making available in any other form; or

3.7.3. merging, linking as well as restriction, degradation, erasure or destruction of information;

3.8. **“Process”** and **“Processed”** will have the same meaning;

- 3.9. **“Regulator”** means the Information Regulator established in terms of section 39 of *the Act*;
- 3.10. **“Responsible Party”** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing *Personal Information*;
- 3.11. **“Special Personal Information”** means the *Personal Information* referred to in section 26 of the Act, namely Personal Information concerning 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 the criminal behaviour of a *Data Subject* to the extent that such information relates to the alleged commission of any offence by the *Data Subject* or any proceedings in respect of any offence allegedly committed by a *Data Subject* or the disposal of such proceedings.

#### 4. **Lawful Processing of Personal Information**

- 4.1. Bosch is required, in the normal exercise of its functions and obligations as a juristic business entity, to process the *Personal Information* of *Data Subjects* from time to time.
- 4.2. In order to process such *Personal Information*, Bosch as a *Responsible Party*, is required to comply with the eight conditions for lawful processing of *Personal Information*, as contained in *the Act*, namely: -
- 4.2.1. Accountability;
  - 4.2.2. Processing Limitation;
  - 4.2.3. Purpose Specification;
  - 4.2.4. Further Processing Limitation;
  - 4.2.5. Information Quality;
  - 4.2.6. Openness;
  - 4.2.7. Security Safeguards; and
  - 4.2.8. *Data Subject* Participation.

- 4.3. Bosch's Data Subjects must ensure that they understand and are familiar with the conditions set out above as well as the other provisions of *the Act* in order to ensure lawful processing of *Personal Information* at all times.
- 4.4. In the event that Bosch's Data Subjects are unsure of any issues related to *the Act* or the handling, collection or Processing of *Personal Information*, they must contact Bosch's Deputy Information Officer and/or any other person designated by Bosch to obtain clarification.

## 5. **Conditions for Lawful Processing**

### Accountability

- 5.1. Bosch must ensure that the conditions set out above are complied with: -
  - 5.1.1. at the time that the purpose for which the *Personal Information* is being Processed is determined;
  - 5.1.2. at the time that the method of Processing such *Personal Information* is determined; and
  - 5.1.3. during the Processing of the *Personal Information*.

### Processing Limitation

- 5.2. The Processing of the *Personal Information* must be lawful and conducted in a reasonable manner that does not infringe the privacy of the *Data Subject*. The *Personal Information* Processed must, in light of the purpose for the Processing of the *Personal Information*, be adequate, relevant and not excessive.
- 5.3. Bosch collects and processes Data Subject's Personal Information pertaining to the Data Subject's needs. The type of information will depend on the need for which it is collected and will be processed for that purpose only, subject to the provisions of the Act. Whenever possible, Bosch will inform the Data Subject of the information required and the information deemed optional. Examples of personal information collected includes:-
  - 5.3.1. Payment particulars;

- 5.3.2. Description of the Data Subject's residence, contact information;
  - 5.3.3. Email particulars;
  - 5.3.4. Web address;
  - 5.3.5. Telephone and mobile phone numbers;
  - 5.3.6. Banking details, etc.,
  - 5.3.7. For purposes of this Policy, data subjects include potential and existing data subjects.
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- 5.4. Bosch will seek to obtain the consent of all *Data Subjects* prior to the Processing of their *Personal Information*. This informed consent requires that the *Data Subject* should understand the purpose of Processing of the *Personal Information*. Such consent must be obtained in writing.
  - 5.5. In obtaining consent from a *Data Subject*, the *Data Subject* must be aware that Bosch will be responsible for proving that the *Data Subject's* consent was obtained. Notwithstanding this, failure to obtain such consent will not preclude Bosch from Processing the *Personal Information* of *Data Subjects* in certain circumstances where it is permitted in accordance with the provisions of *the Act*.
  - 5.6. Any consent provided by a *Data Subject* may be withdrawn by that *Data Subject* at any time after such consent was obtained by Bosch.
  - 5.7. A *Data Subject* may object to the Processing of *Personal Information* at any time, should such information not be utilized for the purposes it was intended for, and should such withdrawal of consent not be in contravention of any legislative requirements and shall not interfere with the ability of Bosch to continue to manage the employment relationship.
  - 5.8. A request to withdraw or object to the Processing of the *Personal Information* must be brought to the attention of a responsible person at Bosch in writing and in accordance with **Annexure A**, in order to ensure that the matter is handled appropriately. Any such request for withdrawal of consent must also fully disclose the reason for the request to withdraw consent. In circumstances where the consent is withdrawn, Bosch may no longer process the *Personal Information*, unless otherwise permitted in terms of the provisions of the *Act*.

## Purpose Specification

- 5.9. Bosch may only Process *Personal Information* for a specific, explicitly defined and lawful purpose related to the exercise of its functions and obligations as a business entity. Such purpose must be identified and explained to the *Data Subject* and must be recorded in the applicable consent forms (where applicable). This may include:-
- 5.9.1. providing products or services to data subjects and to carry out the transactions requested;
  - 5.9.2. for sharing with other third parties, if necessary;
  - 5.9.3. conducting credit reference searches or- verification;
  - 5.9.4. confirming, verifying and updating data subject details;
  - 5.9.5. for purposes of claims history;
  - 5.9.6. for the detection and prevention of fraud, crime, money laundering or other illegal acts
  - 5.9.7. for audit and record keeping purposes;
  - 5.9.8. in connection with legal proceedings;
  - 5.9.9. providing services to data subjects, to render the services requested and to maintain and constantly improve the relationship.
  - 5.9.10. providing communication in respect of Bosch and regulatory matters that may affect data subjects; and
  - 5.9.11. in connection with and to comply with legal and regulatory requirements or when it is otherwise allowed by law.
- 5.10. Subject to the provisions of *the Act*, records of *Personal Information* must not be retained by Bosch any longer than is necessary for achieving the purpose for which the *Personal Information* was processed.
- 5.11. The Processing of *Personal Information* must be restricted in certain instances as set out in *the Act*. Where the Processing of *Personal Information* is restricted,

Bosch must inform the *Data Subjects* before lifting the restriction on Processing. Bosch will restrict processing of *Personal Information* where:-

- 5.11.1. the accuracy of the *Personal Information* is contested by the *Data Subject* for a period enabling Bosch to verify the accuracy of the *Personal Information*;
  - 5.11.2. Bosch no longer needs the *Personal Information* for achieving the purpose for which the *Personal Information* was collected (but it has to be maintained for purposes of proof);
  - 5.11.3. the Processing is unlawful and the *Data Subject* opposes the destruction or deletion of the *Personal Information* and requests the restriction of its use or the return of the information instead; or
  - 5.11.4. the *Data Subject* requests to transmit the *Personal Information* into another automated Processing System.
- 5.12. *Personal Information* must be destroyed, deleted or de-identified, in a manner that prevents its reconstruction in an intelligible form, as soon as reasonably practicable once the purpose of its use is met or as soon as Bosch is no longer authorised to retain the *Personal Information*, subject to the provisions of *the Act*.

#### Further processing limitation

- 5.13. Bosch may from time to time be required to perform further Processing of *Personal Information*.
- 5.14. In instances where further Processing of *Personal Information* is required after the initial Processing of the *Personal Information* and the further Processing of *Personal Information* is not compatible with the initial purpose of the Processing of the *Personal Information*, as identified and explained to the *Data Subject*, Bosch shall seek to obtain the consent of the *Data Subject* for purposes of such further Processing.
- 5.15. Notwithstanding this, failure to obtain such consent will not preclude Bosch from further Processing of the *Personal Information* of *Data Subjects* in certain circumstances where it is permitted to do so as set out in *the Act*.

## Information Quality

- 5.16. Bosch's Employees must take reasonably practicable steps to ensure that all *Personal Information* is complete, accurate, not misleading and updated where necessary, having regard to the purpose for which the *Personal Information* of *Data Subjects* is being collected or further processed.

## Openness

- 5.17. Having regard to the specific circumstances in which the *Personal Information* is or is not to be Processed, and in accordance with *the Act*, Bosch's employees must ensure that the *Data Subjects* are aware of the following before the *Personal Information* is collected or, if collected from any source other than directly from the *Data Subjects*, as soon as reasonably practicable after it has been collected: -

- 5.17.1. the information being collected and where the *Personal Information* is not collected from the *Data Subject*, the source from which it is collected;
- 5.17.2. the name and address of Bosch, as the Responsible Party;
- 5.17.3. the purpose for which the *Personal Information* is being collected;
- 5.17.4. whether or not the supply of the *Personal Information* by that *Data Subject* is voluntary or mandatory;
- 5.17.5. the consequences of failure to provide the *Personal Information*;
- 5.17.6. any particular law authorising or requiring the collection of the *Personal Information*;
- 5.17.7. the fact that, where applicable, Bosch intends to transfer the information to a third country or international organisation and the level of protection afforded to the *Personal Information* by that third country or international organisation;
- 5.17.8. Any further information such as the: -
  - 5.17.8.1. recipient or category of recipients of the *Personal Information*;
  - 5.17.8.2. nature or category of the *Personal Information*;
  - 5.17.8.3. existence of the right of access to and the right to rectify



- the *Personal Information* collected;
    - 5.17.8.4. the existence of the right to object to the Processing of *Personal Information*; and
    - 5.17.8.5. the right to lodge a complaint to the Regulator and the contact details of the Regulator.
- 5.18. Bosch has prepared a consent form in terms of which it sets out the above information. Notwithstanding the consent form, it is the responsibility of Bosch's Employees to ensure that the information is communicated to the *Data Subject* (where seeking their *Personal Information*) in accordance with the *Act*.

### Security Safeguards

- 5.19. Bosch's Employees must treat any and all *Personal Information* collected and/or Processed by it as confidential and must not disclose it to any other party and must make every effort to secure the integrity and confidentiality of the *Personal Information* collected by following appropriate procedures regarding security of *Personal Information*.
- 5.20. Appropriate, reasonable technical and organisational measures must be taken to prevent loss of, damage to or unauthorised destruction of *Personal Information* and unlawful access to or Processing of *Personal Information*
- 5.21. Bosch will continuously review its security controls and processes to ensure that personal information is secure.
- 5.22. RBSA is a wholly owned subsidiary within the Bosch Group, a leading global supplier of technology and services, with its ultimate 100% operational shareholder being the privately-held Robert Bosch GmbH, registered in Stuttgart (Germany) and the ultimate majority shareholder (92%) being the public benefit corporation, Robert Bosch Stiftung GmbH, also in Stuttgart (Germany).
- 5.23. The Bosch Group and its shareholders expect from all its directors, officers, and employees strict adherence to the principal of legality, but also - except if a local country law or regulation provides explicitly otherwise - strict adherence to the corporate governance framework of the Bosch Group, including but not exclusively corporate guidelines and other central regulations. These rules and regulations have been drafted to ensure the best interest of all subsidiaries of the Bosch Group

worldwide.

- 5.24. The Bosch group has drafted specific documents, applicable worldwide as mentioned earlier, regulating our IT security and the protection of personal information, for the latter in particular:

5.24.1.      **CD 07900**                      IT Security

5.24.2.      **RB/GF 00105**                      Information Security and Data Protection

- 5.25. The following procedures are in place to protect Personal Information:

5.25.1. **RB/GF 00105** has been put in place throughout Bosch and training on this policy and the Act has already taken place and will be conducted by the responsible department.

5.25.2. Bosch archived information is stored on site, which is also governed by the Act, access to these areas are limited to authorised personal only.

5.25.3. Bosch product suppliers, insurers and other third-party service providers will be required to sign a **SERVICE LEVEL AGREEMENT** guaranteeing their commitment to the Protection of Personal Information. This is however an ongoing process that will be evaluated as needed.

5.25.4. All electronic files or data are **BACKED UP** by the Bosch which is also responsible for system security that protects third party access and physical threats. Bosch is responsible for Electronic Information Security.

- 5.26. Any internal or external risks to the *Personal Information* must be reported by Bosch's Employees to one of Bosch's Deputy Information Officers or any other person designated by Bosch.

- 5.27. Bosch may appoint Operators to Process *Personal Information* and to establish and maintain security measures to safeguard against any risks identified. Such Operator will only process such information with the knowledge and authorisation of Bosch and must treat the *Personal Information* as confidential and not disclose it. Such Operator will notify Bosch where there are reasonable grounds to believe that the *Personal Information* of *Data Subjects* has been accessed or acquired by

an unauthorised person.

- 5.28. Should the confidentiality of the *Personal Information* be compromised, this must be reported as soon as reasonably possible to Bosch's Deputy Information Officer and/or any other designated person at Bosch. The Regulator must be notified and the *Data Subject* must be notified in writing informing the *Data Subject* of any protective measures Bosch intends to take.

#### Data Subject Participation

- 5.29. The *Data Subject* may, after providing adequate proof of their identity, request access to relevant *Personal Information*, which must then be provided to the *Data Subject*.

- 5.30. Bosch may refuse access where the provisions of the Promotion of Access to Information Act are applicable.

- 5.31. The *Data Subject* must be advised of the right to correct the *Personal Information*.

- 5.32. The *Data Subject* may request that their *Personal Information* be corrected or deleted or that a record containing *Personal Information* of the *Data Subject* be destroyed or deleted if the *Data Subject* believes that the *Personal Information* or record of the *Personal Information* is:-

- 5.32.1. inaccurate;
- 5.32.2. irrelevant;
- 5.32.3. excessive;
- 5.32.4. out of date;
- 5.32.5. incomplete;
- 5.32.6. misleading; or
- 5.32.7. has been obtained unlawfully.

- 5.33. If Bosch receives such a request it must, as soon as reasonably practicable, and in compliance with *the Act*:-

- 5.33.1. correct the *Personal Information*;
- 5.33.2. destroy or delete the *Personal Information*;

- 5.33.3. provide the *Data Subject*, to his or her satisfaction, with credible evidence in support of the *Personal Information*; or
- 5.33.4. where agreement cannot be reached between Bosch and the *Data Subject*, and if the *Data Subject* so requests, take such steps as are reasonable in the circumstances to attach to the information in such a manner that it will always be read with the information, an indication that a correction of the information has been requested but has not been made.

## 6. **Processing of Special Personal Information**

- 6.1. Bosch will seek to obtain the specific consent of all *Data Subjects* to the Processing of their Special *Personal Information*. Notwithstanding this, failure to obtain such consent will not preclude Bosch from Processing the Special *Personal Information* in certain circumstances where it is expressly permitted to do so in accordance with the provisions of *the Act*.

## 7. **Personal Information of Employees and Job Applicants**

- 7.1. In addition to what has been set out above, the following principles are particularly important in respect of the *Personal Information* of Bosch's Employees and job applicants.

### **Recruitment and Appointment**

- 7.2. Bosch may, from time to time, need to Process various *Personal Information* about a job applicant in connection with the recruitment process. Bosch will ensure that when processing a job applicant's *Personal Information*, it will adhere to its obligations in accordance with the provisions of *the Act*.
- 7.3. In addition, and as a consequence of the employment relationship entered into between Bosch and its employees, Bosch will Process various *Personal Information* about an Employee in connection with the employment relationship. Bosch will ensure that in processing an Employee's *Personal Information*, it will adhere to its obligations in accordance with the provisions of *the Act*.
- 7.4. Bosch will take reasonably practicable steps to ensure that the job applicant or the

Employee understands the purpose for the Processing of their *Personal Information* and that informed consent is obtained from the Job Applicant or the Employee prior to processing any of their *Personal Information*.

- 7.5. Notwithstanding this, failure to obtain such consent will not preclude Bosch from Processing the *Personal Information* in certain circumstances where it is permitted to do so in accordance with the provisions of *the Act*.
- 7.6. Bosch must collect *Personal Information* from the job applicant or the employee directly unless the information is derived from a public record or has been deliberately made public by the job applicant or the employee.
- 7.7. Bosch will take all reasonable steps to ensure that the job applicant's *Personal Information* will only be used for purposes connected to recruitment and marketing purposes related to recruitment and the employment relationship.

## 8. **Storage of Personal Information of Employees**

- 8.1. In instances where further Processing is required after the initial Processing of the *Personal Information* and the further Processing does not correspond with the initial purpose of Processing of the *Personal Information*, Bosch is required to acquire further consent from the Employee for the further Processing of the *Personal Information* or as further permitted in accordance with the provisions of *the Act*.
- 8.2. Bosch will take reasonably practicable steps to ensure that all *Personal Information* collected is complete, accurate and not misleading, having regard to the purpose for which the *Personal Information* is being processed.
- 8.3. Bosch will provide a means for Employees to review the accuracy of the *Personal Information* and a means to rectify inaccurate *Personal Information*. Employees must report any inaccuracies to Bosch's Personnel responsible for the administration of *Personal Information* in accordance with **Annexure B**.
- 8.4. Employees are entitled to request access to their *Personal Information*. The responsible Company Personnel will respond to these requests and may, if permissible in terms of the Promotion of Access to Information Act 2 of 2000 ("PAIA"), provide the information is requested within a reasonable time and on payment of the prescribed fee. Should Bosch refuse to grant access, reasons

shall be furnished.

- 8.5. Bosch will take all reasonably practicable steps to ensure that all Processed *Personal Information* remains confidential and is not distributed to unauthorised third parties.
- 8.6. Bosch will appoint Operators to Process *Personal Information* and to establish and maintain security measures to safeguard against any risks identified. The Operator will only process such information with the knowledge and authorisation of Bosch. The Operator will notify Bosch where there are reasonable grounds to believe that the *Personal Information* of Employees has been accessed or acquired by an unauthorised person.
- 8.7. Any Operator processing *Personal Information* on behalf of Bosch or any Personnel who has access to *Personal Information* of Employees will treat the *Personal Information* which comes to their knowledge as confidential and will not disclose it.
- 8.8. Some of the *Personal Information* relating to Bosch's employees and job applicants is stored in a database located in South Africa and Germany. The database is controlled by Bosch's administrative staff and can be accessed electronically from South Africa. Bosch has security measures in place which will ensure the confidentiality of the information contained in the database and these measures will be reviewed over time and upgraded in line with technological developments and in accordance with the Act.
- 8.9. Bosch will seek to obtain the consent of all Data Subjects to the transfer of their *Personal Information* between South Africa and any other country should this become necessary in due course.
- 8.10. In obtaining such consent from *Data Subjects* and/or Company Employees, *Data Subjects* must be aware that Bosch will be responsible for proving that the *Data Subjects* and/or Bosch's Employee's consent was obtained. Notwithstanding this, failure to obtain such consent will not preclude Bosch from transferring the *Personal Information* of *Data Subjects* in certain circumstances where it is permitted to do strictly as set out in *the Act*.
- 8.11. The remainder of the *Personal Information* is contained in personnel files which are safely kept in the Human Resources Department, to which access is limited. However, as we are required by law to retain certain documentation for a certain

period, we are unable to store all the required documentation/files on our premises as we do not have sufficient space. Therefore, older information is stored on an offsite location with a company called Metro File.

- 8.12. Upon termination of employment with Bosch, *Personal Information* will be handed to the relevant Operators for the purposes of post-employment benefits, if any, and save as required by law, thereafter will be destroyed, deleted and/or de-identified.

## 9. **Distribution of *Personal Information* to Third Parties**

- 9.1. Bosch may provide access to or transfer an Employee's *Personal Information* where it is necessary for the purposes for which the *Personal Information* is processed.
- 9.2. Such third parties include but are not limited to Bosch's branches, subsidiaries or affiliated companies, Bosch's registered clients, parties providing products and services to Bosch, regulatory authorities or as required by law.

## 10. **Transborder Information Flows**

- 10.1. Bosch will only transfer the *Personal Information* of a data subject to a third party who is in a foreign country if:-
  - 10.1.1. The third party is subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection and which are substantially similar to the conditions of lawful processing in POPI and which includes provisions which are substantially similar to section 72 of POPI; or
  - 10.1.2. The *Data Subject* consents to the transfer; or
  - 10.1.3. The transfer is necessary for the performance of a contract between the *Data Subject* and Bosch; or
  - 10.1.4. The transfer is necessary for the implementation of pre-contractual measures taken in response to the *Data Subject's* request; or

- 10.1.5. The transfer is necessary for the conclusion or performance of a contract concluded in the interest of the *Data Subject* between Bosch and a third party; or
- 10.1.6. The transfer is for the benefit of the *Data Subject* and it is not reasonably practicable to obtain his/her/its consent and if such consent could have been obtained the data subject would have given it.

## 11. **Information Officer**

- 11.1. The details of the Information Officer are set out below. The Information Officer shall perform the duties set out in *the Act* and be responsible for all issues dealt with in this Policy.
- 11.2. Bosch shall also appoint one or more Deputy Information Officers as it deems necessary to assist the Information Officer and to comply with section 56 of *the Act*.

### **INFORMATION OFFICER DETAILS**

**NAME:** Henry Pieters  
**TELEPHONE NUMBER:** +27 11 651 9600  
**E-MAIL ADDRESS:** Henry.Pieters@za.bosch.com

### **COMPANY DETAILS**

**TELEPHONE NUMBER:** +27 11 651 9600  
**POSTAL ADDRESS:** P O Box X118, Midrand 1685  
**PHYSICAL ADDRESS:** 96, 15th Road Randjespark, Midrand  
**E-MAIL ADDRESS:** Contact@za.bosch.com  
**WEBSITE:** <https://www.bosch.africa/>

## 12. **Review**

- 12.1. Changes to the Act and its Regulations will be monitored by Bosch and further amendments may be required to this Policy in order for Bosch to remain compliant with its legal obligations.



**OBJECTION TO THE PROCESSING OF *PERSONAL INFORMATION* IN TERMS OF  
SECTION 11(3) OF THE ACT**

*Note:*

1. *Affidavits or other documentary evidence in support of the objection must 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.*

**Reference Number:** \_\_\_\_\_

<b>A: DETAILS OF DATA SUBJECT</b>	
<b>Name and surname of <i>Data Subject:</i></b>	
<b>Residential, postal or business address:</b>	<b>Code (     )</b>
<b>Contact number(s):</b>	
<b>Fax number:</b>	
<b>E-mail address:</b>	
<b>B: DETAILS OF RESPONSIBLE PARTY</b>	
<b>Name and surname of responsible party (<i>if the responsible party is a natural person</i>):</b>	
<b>Residential, postal or business address:</b>	<b>Code (     )</b>
<b>Contact number(s):</b>	
<b>Fax number:</b>	
<b>E-mail address:</b>	
<b>Name of public or private body (<i>if the responsible party is not a natural person</i>):</b>	
<b>Residential, postal or business address:</b>	<b>Code (     )</b>

<b>Contact number(s):</b>	
<b>Fax number:</b>	
<b>E-mail address:</b>	
<b>C: REASONS FOR OBJECTION <i>(Please provide detailed reasons for the objection)</i></b>	

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
**Signature of Data Subject (applicant)**

**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 ACT**

*Note:*

1. *Affidavits or other documentary evidence in support of the objection must 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.*

Reference Number: \_\_\_\_\_

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.

<b>A: DETAILS OF <i>DATA SUBJECT</i></b>	
Name and surname of <i>Data Subject</i> :	
Residential, postal or business address:	Code (     )
Contact number(s):	
Fax number:	
E-mail address:	
<b>B: DETAILS OF RESPONSIBLE PARTY</b>	
Name and surname of responsible party ( <i>if the responsible party is a natural person</i> ):	
Residential, postal or business address:	Code (     )
Contact number(s):	
Fax number:	

E-mail address:	
Name of public or private body <i>(if the responsible party is not a natural person)</i> :	
Residential, postal or business address:	Code (     )
Contact number(s):	
Fax number:	
E-mail address:	
<b>C: REASONS FOR *CORRECTION OR DELETION OF THE <i>PERSONAL INFORMATION</i> ABOUT THE <i>DATA SUBJECT</i> / *DESTRUCTION OR DELETION OF A RECORD OF <i>PERSONAL INFORMATION</i> ABOUT THE <i>DATA SUBJECT</i> WHICH IS IN POSSESSION OR UNDER THE CONTROL OF THE RESPONSIBLE PARTY <i>(Please provide details for the request)</i></b>	

***\*Delete whichever is not applicable***

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
***Signature of Data Subject (applicant)***

## **B: Policy on the Retention & Confidentiality of Documents, Information and Electronic Transactions**

### **1. Purpose**

- 1.1 To exercise effective control over the retention of documents and electronic transactions:-
  - 1.1.1 as prescribed by legislation; and
  - 1.1.2 as dictated by the business of Bosch.
- 1.2 Documents need to be retained to prove the existence of facts and to exercise rights Bosch may have. Documents are also necessary for defending legal action, for establishing what was said or done in relation to business and to minimize reputational risks.
- 1.3 To ensure that interests are protected and the data subjects' rights to privacy and confidentiality are not breached.
- 1.4 Queries may be referred to the service provider.

### **2. Scope & Definitions**

- 2.1 All documents and electronic transactions generated within and/or received by Bosch.
- 2.2 Definitions: -
  - 2.2.1 Data subjects includes, but are not limited to, data subjects and dependents, debtors, creditors as well as the affected personnel and/or departments related to a service division of Bosch.
  - 2.2.2 Confidential Information refers to all information or data disclosed to or obtained by Bosch by any means whatsoever and shall include, but not be limited to: -
    - 2.2.2.1 financial information and records, and
    - 2.2.2.2 all other information including information relating to the structure, operations, processes, intentions, product information, know-how,

trade secrets, market opportunities, customers and business affairs but excluding the exceptions listed in clause 3.1 hereunder.

2.2.3 Constitution: Constitution of the Republic of South Africa Act, 108 of 1996.

2.2.4 Data refers to electronic representations of information in any form.

2.2.5 Documents include books, records, security or accounts and any information that has been stored or recorded electronically, photographically, magnetically, mechanically, electro-mechanically or optically, or in any other form.

2.2.6 ECTA: Electronic Communications and Transactions Act, 25 of 2002.

2.2.7 Electronic communication refers to a communication by means of data messages.

2.2.8 Electronic signature refers to data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature.

2.2.9 Electronic transactions include e-mails sent and received.

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

### **3. Access to Documents**

3.1 All Bosch data subject information must be dealt with in the strictest confidence and may only be disclosed, without fear of redress, in the following circumstances (also see clause 3.2 below): -

3.1.1 where disclosure is under compulsion of law.

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

3.1.3 where the interests of the Company and/or the data subject require disclosure.

3.2 Disclosure to 3rd parties: -

3.2.1 All employees have a duty of confidentiality in relation to Bosch and data

subjects.

3.2.2 In addition to the provisions of clause 3.1 above, the following are also applicable:

3.3 Information on data subjects: -

3.3.1 Our data subjects' right to confidentiality is protected in the Constitution and in terms of legislation. Information may be given to a 3rd party if the data subject has consented in writing to that person receiving the information.

3.4 Requests for Bosch information: -

3.4.1 These are dealt with in terms of PAIA, which gives effect to the constitutional right of access to information held by the State or any person (natural and juristic) that is required for the exercise or protection of rights. Bosch is, however, obligated to refuse access to records if disclosure would constitute an action for breach of the duty of secrecy owed to a third party.

3.4.2 In terms hereof, requests must be made in writing on the prescribed form to the Service Provider, who is also the Information Officer in terms of PAIA. The requesting party has to state the reason for wanting the information and has to pay a prescribed fee.

3.4.3 The Company's manual in terms of PAIA, which contains the prescribed forms and details of prescribed fees, is available on the website ....

3.5 Confidential and/or business information may not be disclosed to third parties as this could constitute industrial espionage. The affairs of Bosch must always be kept strictly confidential.

3.6 Bosch views any contravention of this policy very seriously and employees who are guilty of contravening the policy will be subject to disciplinary procedures, which may lead to the dismissal of any guilty party.

#### 4. **Storage of Documents**

4.1 Hard Copies

4.1.1 Documents are stored in an archive different location.

(a) Companies Act, No 71 of 2008

i. With regard to the Companies Act, No 71 of 2008 and the Companies Amendment Act No 3 of 2011, hardcopies of the documents mentioned below must be retained for 7 years:

- Any documents, accounts, books, writing, records or other information that a company is required to keep in terms of the Act;
- Notice and minutes of all shareholders meeting, including resolutions adopted and documents made available to holders of securities;
- Copies of reports presented at the annual general meeting of the company;
- Copies of annual financial statements required by the Act;
- Copies of accounting records as required by the Act;
- Record of directors and past directors, after the director has retired from the
- company;
- Written communication to holders of securities and
- Minutes and resolutions of directors' meetings, audit committee and directors' committees.

ii. Copies of the documents mentioned below must be retained indefinitely:

- Registration certificate;
- Memorandum of Incorporation and alterations and amendments;
- Rules;
- Securities register and uncertified securities register;
- Register of company secretary and auditors and
- Regulated companies (companies to which chapter 5, part B, C and Takeover Regulations apply) – Register of disclosure of person who holds beneficial interest equal to or in excess of 5% of the securities of that class issued.

(b) Consumer Protection Act, No 68 of 2008

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

- Full names, physical address, postal address and contact details;
- ID number and registration number;
- Contact details of public officer in case of a juristic person;
- Service rendered;
- Intermediary fee;



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

(c) National Credit Act, No 34 of 2005

The National Credit Act aims to promote a fair and transparent credit industry which requires the retention of certain documents for a specified period. Retention for 3 years from the earliest of the dates of which the registrant created, signed or received the document or from the date of termination of the agreement or in the case of an application for credit that is refused or not granted for any reason, from the date of receipt of the application which applies to the documents mentioned below: -

i. Regulation 55(1)(b):

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

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

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

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

- All documents relating to disputes, inclusive of but not limited to, documents from the consumer;

- Documents from the entity responsible for disputed information;
- Documents pertaining to the investigation of the dispute;
- iv. Correspondence addressed to and received from sources of information as set out in section 70(2) of the Act and Regulation 18(7) pertaining to the issues of the disputed information.
- v. Regulation 55(1)(a) with regard to Debt Counsellors:
  - Application for debt review;
  - Copies of all documents submitted by the consumer;
  - Copy of rejection letter;
  - Debt restructuring proposal;
  - Copy of any order made by the tribunal and/or the court and a copy of the clearance certificate.
- vi. Regulation 56 with regard to section 170 of the Act:
  - Application for credit;
  - Credit agreement entered into with the consumer.

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

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

- Sequestrations
- Administration orders.

Documents with a required retention period of 5 years:

- Rehabilitation orders
- Payment profile.

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

- Civil Court Judgments

Documents with a required retention period of 2 years:

- Enquiries.

Documents with a required retention period of 1.5 years:

- Details and results of disputes lodged by the consumers.

Documents with a required retention period of 1 year:

- Adverse information.

Documents with an unlimited required retention period:

- Liquidation.

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

- Debt restructuring.

(d) Compensation for Occupational Injuries and Diseases Act, No 130 of 1993:

- i. Section 81(1) and (2) of the Compensation for Occupational Injuries and Diseases Act requires a retention period of 4 years for the documents mentioned below:
  - Register, record or reproduction of the earnings, time worked, payment for piece work and overtime and other prescribed particulars of all the employees.
- ii. Section 20(2) documents with a required retention period of 3 years:
- iii. Health and safety committee recommendations made to an employer in terms of issues affecting the health of employees and of any report made to an inspector in terms of the recommendation; Records of incidents reported at work.
- iv. Asbestos Abatement Regulations, 2020, requires a retention period of minimum 50 years for the documents mentioned below:
  - Records of assessment and air monitoring, and the asbestos inventory;
  - Medical surveillance records;
- v. Hazardous Biological Agents Regulations, 2001, Regulations 9(1) and (2):
  - Records of risk assessments and air monitoring;
  - Medical surveillance records.
- vi. Lead Regulations, 2001, Regulation 10:
  - Records of assessments and air monitoring;
  - Medical surveillance records.
- vii. Noise - induced Hearing Loss Regulations, 2003, Regulation 11:
  - All records of assessment and noise monitoring;
  - All medical surveillance records, including the baseline audiogram of every employee.
- viii. Hazardous Chemical Substance Regulations, 1995, Regulation 9 requires a retention period of 30 years for the documents mentioned below:
  - Records of assessments and air monitoring;
  - Medical surveillance records.

(e) Basic Conditions of Employment Act, No 75 of 1997: -

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

- i. Section 29(4): -
    - Written particulars of an employee after termination of employment;
  - ii. Section 31:
    - Employee's name and occupation;
    - Time worked by each employee;
    - Remuneration paid to each employee;
    - Date of birth of any employee under the age of 18 years.
- (f) Employment Equity Act, No 55 of 1998: -
- i. Section 26 and the General Administrative Regulations, 2009, Regulation 3(2) requires a retention period of 5 years for the documents mentioned below: -
    - Records in respect of the company's workforce, employment equity plan and other records relevant to compliance with the Act;
  - ii. Section 21 and Regulations 4(10) and (11) require a retention period of 3 years for the report which is sent to the Director General as indicated in the Act.
- (h) Labour Relations Act, No 66 of 1995: -
- Sections 53(4), 98(4) and 99 require a retention period of 3 years for the documents mentioned below:
- The Bargaining Council must retain books of account, supporting vouchers, income and expenditure statements, balance sheets, auditor's reports and minutes of the meetings;
  - Registered Trade Unions and registered employer's organizations must retain books of account, supporting vouchers, records of subscriptions or levies paid by its members, income and expenditure statements, balance sheets, auditor's reports and minutes of the meetings;
  - Registered Trade Unions and employer's organizations must retain the ballot papers;
  - Records to be retained by the employer are the collective agreements and arbitration awards.
  - Sections 99, 205(3), Schedule 8 of Section 5 and Schedule 3 of Section 8(a) require an indefinite retention period for the documents mentioned below:
    - Registered Trade Unions and registered employer's organizations must retain a list of its members;

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

(i) Unemployment Insurance Act, No 63 of 2002:

- i. The Unemployment Insurance Act, applies to all employees and employers except:
  - Workers working less than 24 hours per month;
  - Learners;
  - Public servants;
  - Foreigners working on a contract basis;
  - Workers who get a monthly State (old age) pension;
  - Workers who only earn commission.
- ii. Section 56(2)(c) requires a retention period of 5 years, from the date of submission, for the documents mentioned below:
  - Employers must retain personal records of each of their current employees in terms of their names, identification number, monthly remuneration and address where the employee is employed.

(j) Tax Administration Act, No 28 of 2011:

- i. Section 29 of the Tax Administration Act, states that records of documents must be retained to:
  - Enable a person to observe the requirements of the Act;
  - Are specifically required under a Tax Act by the Commissioner by the public notice;
  - Will enable SARS to be satisfied that the person has observed these requirements.
- ii. Section 29(3)(a) requires a retention period of 5 years, from the date of submission for taxpayers that have submitted a return and an indefinite retention period, until the return is submitted, then a 5-year period applies for taxpayers who were meant to submit a return but have not.
- iii. Section 29(3)(b) requires a retention period of 5 years from the end of the relevant tax period for taxpayers who were not required to submit a return

but had capital gains/losses or engaged in any other activity that is subject to tax or would be subject to tax but for the application of a threshold or exemption.

- iv. Section 32(a) and (b) require a retention period of 5 years but records must be retained until the audit is concluded or the assessment or decision becomes final, for documents indicating that a person has been notified or is aware that the records are subject to an audit or investigation and the person who has lodged an objection or appeal against an assessment or decision under the TAA.

(k) Income Tax Act, No 58 of 1962:

- i. Schedule 4, paragraph 14(1)(a)-(d) of the Income Tax Act requires a retention period of 5 years from the date of submission for documents pertaining to each employee that the employer shall keep:
  - Amount of remuneration paid or due by him to the employee;
  - The amount of employee's tax deducted or withheld from the remuneration paid or due;
  - The income tax reference number of that employee;
  - Any further prescribed information;
  - Employer Reconciliation return.
- ii. Schedule 6, paragraph 14(a)-(d) requires a retention period of 5 years from the date of submission or 5 years from the end of the relevant tax year, depending on the type of transaction for documents pertaining to:
  - Amounts received by that registered micro business during a year of assessment;
  - Dividends declared by that registered micro business during a year of assessment;
  - Each asset as at the end of a year of assessment with cost price of more than R 10 000;
  - Each liability as at the end of a year of assessment that exceeded R 10 000.

(l) Value Added Tax Act, No 89 of 1991: -

- i. Section 15(9), 16(2) and 55(1)(a) of the Value Added Tax Act and Interpretation Note 31, 30 March requires a retention period of 5 years from the date of submission of the return for the documents mentioned below:

- ii. Where a vendor's basis of accounting is changed the vendor shall prepare lists of debtors and creditors showing the amounts owing to the creditors at the end of the tax period immediately preceding the changeover period;
- Importation of goods, bill of entry, other documents prescribed by the Custom and Excise Act and proof that the VAT charge has been paid to SARS;
- Vendors are obliged to retain records of all goods and services, rate of tax applicable to the supply, list of suppliers or agents, invoices and tax invoices, credit and debit notes, bank statements, deposit slips, stock lists and paid cheques;
- Documentary proof substantiating the zero rating of supplies;
- Where a tax invoice, credit or debit note, has been issued in relation to a supply by an agent or a bill of entry as described in the Customs and Excise Act, the agent shall maintain sufficient records to enable the name, address and VAT registration number of the principal to be ascertained.

## **5. Electronic Storage**

- 5.1 The internal procedure requires that electronic storage of information: important documents and information must be referred to and discussed with IT who will arrange for the indexing, storage, and retrieval thereof. This will be done in conjunction with the departments concerned.
- 5.2 Scanned documents: If documents are scanned, the hard copy must be retained for as long as the information is used or for 1 year after the date of scanning, with the exception of documents pertaining to personnel. Any document containing information on the written particulars of an employee, including employee's name and occupation, time worked by each employee, remuneration and date of birth of an employee under the age of 18 years; must be retained for a period of 3 years after termination of employment.
- 5.3 Section 51 of the Electronic Communications Act No 25 of 2005 requires that personal information and the purpose for which the data was collected must be kept by the person who electronically requests, collects, collates, processes or stores the information and a record of any third party to whom the information was disclosed must be retained for a period of 1 year or for as long as the information is used. It is also required that all personal information which has become obsolete must be destroyed.

## **6. Destruction Of Documents**

- 6.1 Documents may be destroyed after the termination of the retention period. The Information Officer will inform departments to attend to the destruction of their documents and these requests shall be attended to as soon as possible. Local procedure regarding document destruction, 'RBAF - Pdso-007 Document Destruction" available.
- 6.2 Each department is responsible for attending to the destruction of its documents, which must be done on a regular basis. Files must be checked in order to make sure that they may be destroyed and also to ascertain if there are important original documents in the file. Original documents must be returned to the holder thereof, failing which, they should be retained by the Company pending such return.
- 6.3 After completion of the process in 5.2 above, documents for destruction are placed in the "BINS" that are available in each department.
- 6.4 The documents are then made available for destruction by the approved service provider who also ensure that the documents are shredded on site before disposal. This also helps to ensure confidentiality of information.
- 6.5 Documents may also be stored off-site, in storage facilities approved by Bosch.

## **7. Sources**

- Companies Act, 61/1973;
- Income Tax Act, 58/1962;
- ECTA, 25/2002;
- RICA, 70/2002;
- Basic Conditions of Employment Act, 75/1997;
- Unemployment Insurance Act, 63/2001;
- Unemployment Insurance Contributions Act, 4/2002;
- National Credit Act, 34/2005;
- Compensation for Occupational Injuries & Diseases Act, 130/1993;
- Skills Development Levies Act, 9/1999;
- Employment Equity Act, 55/1998;
- Labour Relations Act, 66/1995;
- Value-Added Tax Act, 89/1991;
- POPIA, 4/2013;



- Prescription Act, 68/1969;
- OHSA, 85/1993.
- Companies Amendment Act 3/2011
- Companies Regulations 2011;
- Tax Administration Act, 28/2011.

## 8. Change History

Issue -No.	Supl.- No.	Change			Date	Valid from
		Chap.	Keyword	Short-change description		
1	1	n/a	New/upd ate	New Policy	03.08.2021	03.08.2021