

# **INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS**

**INTUATE GROUP AND SUBSIDIARIES  
COMPANY RULES AND REGULATIONS**

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## INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS

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## INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS

### Definitions

“The Company”	Intuate Group and its Subsidiaries (Pty) Ltd, a company duly registered and incorporated with limited liability in accordance with the company laws of the Republic of South Africa and having its principle place of business at Intuate Place, Block C Turnberry Office Park, 48 Grosvenor Road, Bryanston, Johannesburg
“Subsidiaries”	Is inclusive of Intuate Services, Intuate Solutions, Intuate Engagement Technologies and Emveliso
“Employee”	A person employed by the Company to perform a specific duty and who will receive a salary.
“Company Premises”	Will be the place of business from where Intuate Group and its Subsidiaries conducts business.
“Workplace”	Will be the place of business or the client address where the employee is based.
“The Client”	A Company using the services of Intuate Group and its Subsidiaries.
“Working Day”	Any day of the week, excluding Saturdays and Sundays or any other day declared as an official public holiday in the Republic of South Africa.
“Annual Leave Cycle”	A period of 12 months continued employment as from the date: (a) That the employee commences with employment; or (b) The completion of the employee’s prior leave cycle
“Remuneration”	Any payment in money or in kind, or in money and in kind made or owing to the employee by virtue of his employment with the company.
“BCEA”	Basic Conditions of Employment Act
“LRA”	Labour Relations Act
His/Her	Reference to one gender automatically includes the other gender
Illness	Period of sickness
Sick	Being absent from work due to ill health or a disease

***\*THE COMPANY RULES & REGULATIONS MUST BE INTERPRETED IN CONJUNCTION WITH THE BCEA AND THE LRA.***

## **INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS**

### **1. INTUATE GROUP AND SUBSIDIARIES' CORPORATE IDENTITY**

Intuate Group and its Subsidiaries' Corporate Identity has been defined with specific guidelines in terms of the layout and formatting of all official documents. Employees must familiarise themselves with these guidelines and ensure that it is consistently applied.

Templates have been defined for all official documents and these are available on SharePoint. Any deviations in this regard will be seen in a very serious light.

### **2. CONDUCT**

You must obey all lawful instructions given to you by Management, and you will at all times be expected to adhere to the required standards, instructions and procedures with regards to service, quality of work, safety and time.

Business conduct must be professional and ethical at all times. You are expected to treat everyone with dignity, respect and courtesy no matter what position they occupy.

All company equipment should be handled with care and be secured at all times, safe from possible damage or theft.

You must have due regard to the environment, do not waste or unnecessarily use resources and recycle wherever practically possible.

You are not allowed to misuse personal information about other employees or Management that might come into your possession. You are not allowed to spread malicious rumours about other employees, the Directors or the Executives of the Company. The Directors, Executives and employees of the Company must promote the reputation and image of the Company through their actions and conduct.

You are expected to conduct yourself in a professional manner on company and client premises and not to indulge in any kind of hooliganism, wilful damage to property or insubordination. You must at all times respect your fellow workers, Management on client sites, customers and suppliers. It is the responsibility of the employee to ensure that they have obtained and familiarised themselves with the client's policies and procedures.

The following are to be kept to a minimum and should not be abused during working hours:

- Chatting to personal visitors
- Making personal telephone or cell phone calls
- Spending time on the internet that is not work related
- Reading magazines or newspapers which are not business related
- Playing games on PC's, laptops or tablets

## **INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS**

While at work, you should devote your full time and attention to your job and company business.

### **2.1 ABSENCE FROM WORK**

Unauthorised absence from work and/or bad timekeeping will not be tolerated. All employees must obtain prior permission from their manager before leaving the Company premises during their normal working hours, or before staying off work.

Should you be absent for a period of more than three consecutive working days and fail to notify the Company, you will be deemed to have absconded and the Company will have the right to implement the necessary procedures, which might include termination of your contract of employment.

### **2.2 ALCOHOL AND DRUGS**

You will not be permitted to enter or remain on Company premises if you are found to be in possession of alcohol or drugs, or if there is any cause to believe that you are under the influence of alcohol or drugs. In any such case management reserves the right to do an observation test to determine whether you are under the influence of any substance, where after disciplinary procedures will be instituted, if applicable.

The Company reserves the right to request random drug and breathalyser tests from all its employees at any time.

### **2.3 DILIGENCE AND LOYALTY**

The employee shall at all times act prudently and perform his/her work properly, diligently and to the best of his/her ability whether directly or at a client site. The employee shall be loyal to the Company and conform to such policies, rules and regulations that the Company or client may prescribe from time to time.

### **2.4 DRESS CODE**

Employees are expected to dress neatly and professionally at all times.

Men: A suit and tie or a sports jacket with formal pants. Shirts with no collars or shirts without a tie, chinos and casual pants will not be allowed.

Ladies: Always dress professionally. Employees should not wear suggestive attire, for example see-through blouses or visible underwear or garments that do not present a businesslike appearance.

The following are not allowed at the workplace: T-Shirts, Jeans, any denim garments, athletic clothing, shorts, takkies and similar items of casual attire that do not present a businesslike appearance.

## **INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS**

Hair should be clean, combed and neatly trimmed or arranged. Shaggy, unkempt hair is not permissible regardless of length. Sideburns, moustaches and beards should be neatly trimmed. Extra care should be taken to conceal any tattoos and body piercings (other than earrings).



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### **3. EMPLOYMENT RELATIONS**

#### **3.1 PROBATION**

All new engaged employees must serve a probationary period of 3 (three) months from their date of engagement, or as stipulated in the employment contract. During this period, should you fail to perform your duties satisfactorily or be guilty of misconduct, Management shall be entitled to terminate your employment by following the required process and giving the appropriate notice.

#### **3.2 WORKING HOURS**

The Company operates a 45-hour working week. The normal hours of work are from 08:00 – 17:00, Mondays to Fridays, with an hour meal/personal time interval. Your meal and tea breaks shall be taken during the day at times that best suit the needs of the business and customers. For three (3) hours or less worked, a fifteen (15) minute break should be taken. For three (3) to five (5) hours worked, a thirty (30) minute break should be taken. For five (5) hours and more worked, a one (1) hour break should be taken. Should you miss work without a reasonable or acceptable reason, you will not be paid for those hours you do not work. It is Company policy, custom and practice to work overtime on weekends and public holidays when required from you, with prior notification from Management.

You may be expected to complete a monthly timesheet. All timesheets are expected to reflect one (1) hour for lunch and personal time, for five (5) hours or more worked, thirty (30) minutes for three (3) to five (5) hours worked and fifteen (15) minutes for less than three (3) hours worked, if required. The timesheets must be signed by a duly authorised Client representative before sending it through to the payroll department.

#### **3.3 PROVIDENT FUND/GROUP LIFE**

You are required to join the Company's Provident Fund and Group Life Insurance. Based on the option you choose, your contribution to the fund will either be 7% or 10% of your Retirement Funding Income. Retirement Funding Income can be between 50% and 80% of your total Cost to Company package. Contributions to the fund will be deducted from your total Cost to Company Package.

***\*Full details are available from the HR Department.***

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### **3.4 MEDICAL AID**

You and your dependents may elect to become members of Discovery Medical Aid of which there are a number of options available. Should you decide to join the Company medical aid scheme; the full contribution will be deducted from your total Cost to Company Package.

Should you opt not to join the Company medical aid scheme, proof of membership of another medical aid scheme must be provided to HR on your first day of employment and every year there-after.

### **3.5 OVERTIME**

It is a specific condition of service that you will work overtime when requested to do so for operational requirements. Management will attempt to notify you in advance where possible.

Please note that payment for overtime has already been negotiated and will only be paid in accordance with your contract terms. As per the BCEA (Basic Conditions of Employment Act) overtime is not paid to employees earning above the threshold as per legislation.

***\*The additional working hours allowance policy for technical employees is available from HR and/or SharePoint.***

### **3.6 PAY DEDUCTIONS**

The Company will be entitled to deduct the following due amounts from your remuneration where applicable:

- Income Tax and Unemployment Insurance Fund contributions
- Any amount recoverable for damage to Company property (*please refer to the IT and Telecommunication policy with regards to the transport of company equipment. The policy is available from HR*)
- Any amount due in terms of legislation, a written agreement or Court Order
- Wage Regulatory Measure, or Industrial Council determination
- Any amount due in respect of any loan made by the Company to the employee
- Any deduction consented to, by you, in writing
- Excessive Personal Telephone Calls made

It is the responsibility of each employee to ensure that the company is aware of any tax directives that has been awarded. Unless proof of such directives is provided, standard tax deductions will apply. The employee hereby agrees to such deductions where applicable.

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### **3.7 PAY PROCEDURE**

All employees are paid by bank deposit in arrears each month on the 25th. Should the 25th fall on a Sunday, your salary will be deposited on the following Monday. Should the 25th fall on a Saturday, your salary will be deposited on the Friday before the 25th. In the event of a resignation or termination, the termination salary cheque will be paid on the last working day of the month of notice period.

HR determines the payroll cut-off date for each month. All expense claims, travel claims, timesheets etc. must be sent to HR by the payroll cut-off date. All employees submitting expense or travel claims after the payroll cut-off date and who are in their resignation or termination month, will only receive payments with the payroll run on the 25th of the following month. No exceptions will be made.

All hourly paid employees, who resign or are terminated, will receive their salary on the last working day of the month. All hours worked after the payroll cut-off in that specific month will be paid on the 25th of the following month, e.g. with the next payroll run. No exceptions will be made.

### **3.8 SALES PLANS AND COMMISSION STRUCTURES**

All sales and recruitment employees will be issued with a Sales Plan and Commission structure when joining the Company.

The Sales Plan and Commission structure form part of the employee's employment contract and needs to be read in conjunction with the employment contract and any annexures thereto.

### **3.9 NOTICE**

Except if otherwise specifically stated in your Contract of Employment, notice is 1 (one) calendar month written notice on the 1st of the month from either parties. Your resignation must be received by your line manager or HR Department no later than 12H00 on the 1st. If the 1st of the month falls on a Saturday or Sunday, notice must be given on the Friday preceding these days.

The employee shall have the right at any time to resign from the service of the Company by giving the above notice of his/her intention to do so.

You are not allowed to take leave during your notice period except where management discretion allows otherwise.

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### **3.10 RETIREMENT**

Male and female employees will retire from the Company when reaching the age of 65. An employee may however continue in the service of the Company, at the sole discretion of Management and on such conditions as prescribed by Management.

### **3.11 LOANS**

It is not Company policy to grant personal loans, although Management reserves the right to do so in exceptional circumstances and at prevailing rates of interest.

### **3.12 GROSS DISHONESTY/THEFT/FRAUDULENT ACTIVITY**

Dishonesty, theft and any form of fraud is regarded in an extremely serious light and such conduct is dismissible. Management reserves the right to prosecute offenders in a Civil Court should they be found guilty of the wilful or unlawful, or unauthorised removal or possession of property that belongs to the Company, another employee, or a customer or defrauding any documents on the Company's behalf. This rule extends to an employee based on a Client site. The Company may request polygraph testing from an employee when necessary. This will be done by an independent polygraph institute appointed by the Company.

This rule may be extended where it is discovered that kickbacks from suppliers have been accepted to induce or secure purchase of a supplier's goods or services by the Company.

### **3.13 EMPLOYMENT OF FAMILY MEMBERS OR DATING OF FELLOW EMPLOYEES AND CLIENTS**

It is Company policy not to employ members of the same family unless such a person has applied for and is awarded the position through the normal recruitment process.

Management do not permit dating between clients and employees, as past experience has given rise to favouritism and collusion. For this reason Management reserves the right to re-allocate the employee. Should it not be possible to re-allocate the employee i.e. should no alternative position in line with the employee's skill set and experience be available, the company reserves the right to terminate employment after following a formal process.

Due to the reasons stated above, any relationship between yourself and another employee and/or client, must be communicated to management. If not, the employee may face possible dismissal.

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### **3.14 EQUAL OPPORTUNITIES**

The Company wholeheartedly supports the principle of equal opportunities in employment and opposes all forms of unlawful or unfair discrimination on the grounds of colour, race, nationality, ethnic or national origin, gender, marital status or disability. We believe that it is in the Company's best interests, and in the interests of all those who work in it, to ensure that the human resources, talents and skills available throughout the community are considered when employment opportunities arise. To this end, within the framework of the law, we are committed, wherever practical, to achieve and maintain a workforce that broadly reflects the local community in which we operate.

Every possible step will be taken to ensure that individuals are treated equally and fairly and that the decisions on recruitment, selection, training, promotion and career management are based solely on objective and job related criteria.

### **3.15 TRAINING AND DEVELOPMENT**

Each employee will be set annual objectives by his/her Manager, which will be the basis for measurement in that specific year.

To assist in the pursuit of excellence, the Company will offer training courses, internal and external and assist with study where directly related to your job function. This will be granted on sole discretion of Management. The responsibility of the training plans will remain with the line manager.

Employees will be required to sign a continued service agreement for both chargeable and non-chargeable training prior to commencement of any training course. A value for non-chargeable training will be determined by Management.

### **3.16 PERSONAL EFFECTS**

The Company cannot accept responsibility for any loss or damage to your personal effects. When you leave them on the premises or in your locker, you do so entirely at your own risk.

### **3.17 PERSONAL PARTICULARS**

It is a condition of your employment that you must submit your original ID document and drivers licence and work permit (if applicable) in order for copies to be made. You must also provide full details of your home address, telephone number, and dependants, and complete the required income tax form each year. Should any of your details change, you must IMMEDIATELY inform Management and/or HR or alternatively make the changes on ESS.

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Personal information needs to be obtained by the company, as required by South African legislation.

### **APPLICABLE LEGISLATION AND STANDARDS**

1. Promotion of Access to Information Act, Act 2 of 2000 (and amendments)
2. Basic Conditions of Employment Act 75 of 1997 (and amendments)
3. Labour Relations Act 66 of 1995 (and amendments)
4. Employment Equity Act 55 of 1998 (and amendments)
5. Income Tax Act 113 of 1993 (and amendments)
6. Electronic Communications and Transactions Act, Act 25 of 2002 (and amendments)
7. ISO/SANS 15489

## **INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS**

### **3.18 LEAVE**

#### **3.18.1 ANNUAL LEAVE & STATUTORY HOLIDAYS**

Permanent staff will be entitled to 15 working days paid leave per annum after each completed year of service. (One day's paid leave for every 17 days worked). Annual leave may not be accumulated and must be taken no later than six months after the end of the annual leave cycle. All accrued leave not taken within six months after the start of the new leave cycle, will be forfeited. You are required to take a minimum of 10 days consecutive leave per leave cycle. This rule may only be relaxed on the HR Executive's discretion in strictly limited and defined circumstances.

All applications for leave must be submitted through VIP ESS (Employee Self Service) to management for approval at least 4 weeks before you wish to go on annual leave. **All leave is subject to Management's discretion and must be taken at times convenient to the business.**

If a Public Holiday falls due whilst you are on annual leave, the Public Holiday/s will not be deducted from your accrued annual leave.

#### **3.18.2 CHRISTMAS/NEW YEAR BREAK**

It is Company Policy to not be operational between Christmas and New Year for all permanent resources, excluding the Technical Support resources. Employees will therefore be expected to take leave during this period except where a specific project or client requires the services of the employee. If there is a requirement to NOT take leave for this specific period, approval will have to be obtained from Management in writing. Once approved, negotiation will take place with the identified individuals and alternative arrangements could be negotiated.

**PLEASE NOTE:** This leave does not form part of the normal leave entitlement and therefore these days are not cumulative. This leave is granted on Management's discretion only. All employees are required to apply for this leave through VIP ESS. The normal approval process will apply.

#### **3.18.3 SICK LEAVE**

You are entitled to 1 day paid sick leave for every 26 days worked (30 days paid sick leave in each 3 year cycle), but only 1 (one) day per month in the first six months of employment. Sick leave does not accumulate and will expire after each 3 year cycle.



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Approval of sick leave is subject to the production of a valid medical certificate signed by a registered doctor for any absence of more than 2 (two) consecutive days or on more than two occasions during an eight-week period. (Medical certificates must be uploaded on VIP ESS upon application for sick leave)

The following conditions are applicable to medical certificates:

- It must be signed by a registered doctor who is registered with the South African Medical and Dental Council;
- It must state the nature of the illness/sickness and the duration of absence from work. According to Rule 16 of the HPCSA's ethical rules, it states that a "practitioner shall only grant a certificate of illness if such certificate contains the following information, 16 (f) a description of the illness, disorder or malady in layman's terminology with the informed consent of the patient. "I was informed" of the employee's illness will also not be accepted by the Company;
- Traditional Healers are not registered with the Health Professional Council and the Company will therefore not accept any medical certificate from them;

It is your responsibility to notify and discuss your absence with your line manager, on your first day of illness/sickness, directly and by any means possible. If you fail to do so, you may be regarded as absent without permission.

If you are absent from work because of illness/sickness, but do not obtain a valid medical certificate for any period or day preceding or following any authorised leave or time off, or any weekend or Public Holiday, you will be subject to disciplinary action and will receive no remuneration for the specific period.

Note that Management reserves the right to accept or reject sick notes on reasonable grounds, and may at any time and at the Company's cost, require an employee on sick leave, or who has applied for sick leave, to report for an independent examination by a Medical Officer nominated by the Company.

Where an employee has been on sick leave for excessive periods, the Company reserves the right to conduct an enquiry into the employee's capacity (or incapacity) to perform his job, and to take whatever lawful steps it deems appropriate, including but not limited to the termination of the employee's contract of employment with the Company.

Sick leave may not be taken in the following instances:

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- Sick Child (Family responsibility or annual leave must be taken)
- Injury on duty (On Management's discretion only, an employee might be allowed to take a maximum of 3 days sick leave for injury on duty, thereafter it will be unpaid leave and the employee must claim compensation from the Compensation Commissioner. Each incident will be investigated by Management and a decision made whether the 3 days sick leave will be granted or not.)

All employees are required to apply for sick leave through VIP ESS. The normal approval process will apply.

### **3.18.4 MATERNITY LEAVE (FEMALE EMPLOYEES)**

Female employees proceeding on maternity leave must produce a valid doctor's certificate and apply for UIF maternity benefits.

The maximum period of absence permitted is as follows: 4 weeks before the expected date of birth, a minimum of 6 weeks, and a maximum of 12 weeks after the birth of your child.

No expectant female will be allowed on the premises 4 weeks prior to the birth of her child unless a valid doctor's certificate is provided stating that she is healthy and fit to continue with her duties. Employees are not permitted to perform any work during their maternity leave.

The Company will guarantee re-employment up to a maximum of 12 weeks after the baby's birth, and upon your return to work will endeavour to place you in the same or similar position that you occupied prior to going on maternity leave. Should an employee choose not to return to work within the specified 12 week period, the Company will provide no guarantee of re-employment.

All medical and provident fund contributions paid on behalf of the employee during maternity leave must be paid back to the Company once the employee resumes her duties.

All employees are required to apply for this leave through VIP ESS. The normal approval process will apply.

***\*The maternity leave policy is available from HR and/or SharePoint.***

### **3.18.5 FAMILY RESPONSIBILITY LEAVE**

Family Responsibility Leave can be taken provided that you have been in the employ of the company for longer than 4 months and

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work no less than 4 days per week. You are entitled to 3 days paid leave per annum in respect of the birth or sickness of your child, or a death in your immediate family. Reasonable documentary proof might be required before approval of the leave request. Where a child is sick, a medical certificate needs to be provided.

Family Responsibility leave not utilised during an annual leave cycle will not accrue into the next leave cycle.

When an employee's service is terminated for whatever reason, no payment will be made in respect of any unutilised family responsibility leave.

All employees are required to apply for family responsibility leave through VIP ESS. The normal approval process will apply.

### **3.18.6 STUDY LEAVE**

Study leave will only be granted once prior approval is obtained from Management to start/continue with the tertiary education from an approved tertiary institution.

Once approved, the Company will grant two days study leave per subject (one day for preparation and one day for examination). Should the exam be written on a Monday, the Friday prior to this will not be granted as study leave.

Should the employee fail his/her exam, annual leave must be taken for the re-write of the exam, or unpaid leave if no annual leave is available.

All employees are required to apply for study leave through VIP ESS and proof of the examination dates need to be uploaded onto VIP ESS. The normal approval process will apply.

### **3.18.7 UNPAID LEAVE**

Unpaid leave may be granted where exceptional circumstances exist, and must be authorised by the CEO, subject to the following conditions:

- Unpaid leave will only be granted once all accumulated annual leave has been taken
- In the case of protracted illness, unpaid leave will only be considered once the sick leave entitlement has been exhausted and all accumulated annual leave has been taken
- The employee's contributions to the Retirement Fund must be maintained by the employee for the duration of unpaid leave. For extended periods of unpaid leave these payments must be

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made in advance. If the situation is not rectified, the employee will become a deferred member of the specific fund.

### **3.18.8 BIRTHDAY LEAVE**

Every employee will be entitled to 1 day's leave per annum. This is introduced as a token of appreciation for the contribution made by employees.

#### **GUIDELINES:**

- The day off must be taken within one year following the employee's birthday.
- The day off will not form part of an employee's annual leave and will not be cumulative. If not taken within the prescribed time periods, the day will be forfeited.
- There will be no monetary value attached to the day off.
- Should the employee resign, the day off will not be paid out as leave.
- The day off must be taken in line with business needs and requirements.
- The day off must be approved by the employee's line manager at least four weeks in advance.
- The day off must be submitted on ESS under "special leave" with comment "birthday leave" and the normal approval process will apply.
- All applications for leave will be on the sole discretion of the line manager.

### **3.18.9 OTHER LEAVE**

The Company has no policy on sporting or leave for Court Attendance, and therefore annual leave must be allocated for this.

## **4. CONFLICT OF INTEREST**

On occasion, employees meet situations where their personal interests would conflict with the Company's interests. To avoid these circumstances the Company's policy on conflicts of interest is as follows:

### **4.1 BUSINESS INTEREST OUTSIDE THE COMPANY**

No employees should have any business interest outside the Company which could in any way conflict with the interest of the Company or put the employee in a position where he/she could use his/her Company connection for personal gain for him/herself or his/her family to the possible detriment of the Company.

## **INTUATE GROUP AND SUBSIDIARIES COMPANY RULES AND REGULATIONS**

Management must be formally notified should you be in a possible situation as described above and legal action can be taken if this is not declared. The necessary form to be completed is available from HR.

### **4.2 POSSIBLE CONFLICTS OF INTEREST**

It is not possible to enumerate all the situations in which possible conflicts might arise, but a non-exhaustive list of some examples where the Company considers there would be a conflict of interest are given below:

- Lending or borrowing from individuals or concerns that do business or compete with the Company or its associates, except banks or other financial institutions
- Obtaining benefit personally or for an immediate family member from any purchase of goods or services for the company or its associates, or other action taken in the capacity of an employee of the Company
- An employee or a member of his/her immediate family having any direct or indirect interest in any enterprise doing business with or competing with the Company or any of its associates, except where such interest comprises securities listed on a stock exchange and is not in excess of one per cent of the securities of any company, or except where the interest has been fully disclosed and has been approved by Management
- Serving as an officer, shareholder, director, employee or consultant of, or receiving income from any enterprise doing business with, or competing with the Company or any of its associates, or seeking to do so, unless the relationship has been fully disclosed and has been approved by Management
- Using or revealing (without prior authorisation) confidential information concerning the Company, its employees or its associates
- Using or permitting others to use other employees, materials or equipment improperly for personal purposes
- Accepting any reward from any third party for services during any time when he/she is being paid by the Company or its associates or when he/she is otherwise engaged on Company business.

In these cases the conflict is clear. Other situations may arise to create less obvious conflicts. Where an employee is uncertain as to whether their conduct may amount to a contravention of this policy, they are to clarify this with management and/or obtain management's written approval.

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### **5. DISCIPLINARY AND GRIEVANCE PROCEDURES**

#### **5.1 DISCIPLINARY PROCEDURE**

A comprehensive disciplinary procedure has been defined and a copy of the procedure is available on ESS.

#### **5.2 GRIEVANCE PROCEDURE**

##### Step 1 – Direct Manager/Team Lead

In step 1, the employee must discuss the grievance with his/her direct manager or team lead of the department.

The manager/team lead will endeavour to solve the problem within two (2) working days and inform the employee.

Should the employee not be satisfied with the outcome, he/she may proceed to Step 2.

Should the grievance concern the direct manager/team lead, the employee may proceed immediately to Step 2.

##### Step 2 – Senior Manager

The employee must complete a grievance form with all the relevant details. He/she may be assisted by his/her employee representative to do this. The form is handed to a senior manager of the company.

The senior manager will endeavour to solve the problem within two (2) working days and inform the employee.

Should the employee not be satisfied with the outcome, he/she may proceed to Step 3.

##### Step 3 – HR Executive

The matter is referred to the HR Executive by handing him/her the grievance form, together with any other further relevant written information.

The HR Executive shall hold an enquiry into the grievance, attended by the employee, his representative (if required) and any other persons who, in the opinion of the Executive, should attend.

The HR Executive must give a decision as soon as possible, which decision shall be final.

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<b>Appendix A Grievance Form Stage 1</b>	<b>Appendix B Grievance Form Stage 2 <i>(To be attached to Stage 1 Form)</i></b>	<b>Appendix C Grievance Form Stage 3 <i>(To be attached to Stage 1&amp;2 Forms)</i></b>
<p>Date: _____</p> <p>Action Proposed by direct Manager:</p> <p>_____</p> <p>_____</p> <p>_____ Manager                      Date</p> <p>I accept the proposed action / I wish to proceed to Stage Two (2)</p> <p>_____ Employee                      Date</p> <p>_____ Employee/Witness                      Date</p>	<p>Date: _____</p> <p>Action Proposed by Senior Manager:</p> <p>_____</p> <p>_____</p> <p>_____ Senior Manager                      Date</p> <p>I accept the proposed action / I wish to proceed to Stage Three (3)</p> <p>_____ Employee                      Date</p> <p>_____ Employee/Witness                      Date</p>	<p>Date: _____</p> <p>Action Proposed by HR Executive:</p> <p>_____</p> <p>_____</p> <p>_____ HR Executive                      Date</p> <p>I acknowledge receipt of a copy of the action to be taken.</p> <p>_____ Employee                      Date</p> <p>_____ Employee/Witness                      Date</p>

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### **6. IT AND TELECOMMUNICATIONS**

#### **6.1 MONITORING OF COMPANY PREMISES & TELEPHONES**

The Company may from time to time deem it necessary to electronically monitor the Company premises, record telephone conversations within the Company or look at web logs on the Company's PC's for purposes of protecting the interests of the Company, and those of its employees and customers.

#### **6.2 E-MAIL AND INTERNET USAGE**

As an employee of the Company you have full e-mail and internet access and it is expected that you will handle it in a responsible way. Usage is mainly for Business purposes but limited personal usage will be allowed for e.g. internet banking.

The Company respects the individual privacy of its employees, however, employee privacy does not extend to the employee's work-related conduct or to the use of Company-provided equipment or supplies. You should be aware that the following guidelines may affect your privacy in the workplace.

The Company reserves the right to access and disclose as necessary all messages sent over its e-mail system, without regard to content. Since your personal messages can be accessed by the Company's management without prior notice, you should not use e-mail to transmit any messages you would not want read by a third party. The following are not allowed at all:

- Visiting or viewing pornographic sites
- Facebook
- online chat rooms
- any online sex chatting
- downloading of music files
- gambling over the net
- bad language or any kind of racist remarks.

Company employees are not allowed to use their personal modems (for example USB Modems, 3G cards, etc.) to access the Internet during office hours. In such cases, the Company will take disciplinary action, which may result in dismissal.

During the course of your employment you may be based at client sites and will be expected to adhere to any policies regarding e-mail and internet usage that are applicable from a client perspective. It is the responsibility of the employee to understand the client's internet usage rules.

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### **6.3 TELEPHONE USAGE**

Telephone usage is mainly for business purposes. Usage will be monitored and in the event of an employee's telephone calls being higher than R50 over a 30 day period, the employee will be requested to justify and specify all personal calls. If the employee fails to justify the high cost and if excessive personal calls were made, Management reserves the right to deduct the excessive amount from the employee's salary.

***\* The IT Telecommunications policy is available on ESS and/or SharePoint.***



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### **7. HEALTH AND SAFETY**

All employees must familiarise themselves with the health and safety procedures and regulations of the company.

Floor plans and emergency signs are displayed throughout the building. Fire drills will be held at intervals throughout the year.

#### **7.1 SMOKING**

Smoking is only allowed in designated smoking areas. It is a specific requirement that all employees adhere to the prescribed safety, hygiene and cleanliness rules.

#### **7.2 INFECTIOUS DISEASES**

If you or your immediate family are suffering from or have been in contact with anyone suffering an infectious disease you must report this by telephone to your Manager or Management prior to entering the Company's premises. (I.e. Chickenpox, measles, glandular fever, etc.)

#### **7.3 BATHROOMS / CLOAK ROOMS**

Bathrooms/cloak rooms, urinals and toilets should be left clean after use. Good hygiene includes, but is not limited to flushing the toilets and washing your hands before leaving the bathroom.

#### **7.4 INJURY ON DUTY**

The Occupational Safety and Health Act require that any accident or injury that occurs at work must be reported, no matter how small or trivial it may appear. Should you fail to do so you may lose all claims to Workmen's Compensation (COIDA). You must therefore immediately report any accident or injury to Management. Your Manager will ensure that you receive first aid or medical attention if necessary.

If the accident is serious, or involves absence from work, then an Accident on duty form (COIDA) must be completed and forwarded to the Manager, with a copy to the CEO, within 24 hours of the incident. These forms are obtainable from HR.

Refer to Paragraph 3.18.3 for absence and compensation for injuries on duty

***\*The Health and Safety policy and Emergency Evacuation policy is available from HR and/or SharePoint.***

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### **7.5 PATROL OFFICERS/SECURITY GUARDS**

For your own safety, you are expected and required to comply with all lawful requests given to you by any Security Guards or Patrol Officers. This includes the right to a lawful search of your possessions. This rule extends also to Customer's/Client's premises. The Company reserves the right to search you or your personal belongings at any stage. You agree to such searches and accept the need for such searches.

You may not introduce or have in your personal possession on the premises any weapons or drugs. Should you break this rule you may be disciplined and criminally prosecuted.

### **8. INTELLECTUAL PROPERTY**

If at any time during your employment you (whether alone or with others) create any design or copyright work, whether or not capable of registration, you shall treat such design or copyright work and all information relating thereto as confidential to the Company and shall promptly disclose to the company full details including drawings and models (if any) of such design or copyright work. The property, including all intellectual property rights in such design or copyright work, shall vest in the Company absolutely.

If and when required to do so (whether during your employment or after the termination thereof howsoever caused) you shall at the expense of the Company or its said nominee, apply or join in applying for letters patent or other protection for any such discovery, invention, secret process, modification, development or improvement as aforesaid and execute all instruments and do all things necessary for vesting the said letters patent or other protection (when obtained) and all right and title to and interest in the same, in the Company or its said nominee absolutely and as sole beneficial owner or in such other person as the Company may require and for this purpose defend any opposition proceedings in respect of any such application and any petitions or applications for or revocations of such letters patent or other protection.

You irrevocably appoint the Company and every Director thereof from time to time severally to be your attorney and attorneys in your name and on your behalf to execute and do any such instrument or thing and generally to use your name for the purpose of giving to the Company or its said nominee the full benefit of the provisions of this clause and in favour of any third party a certificate in writing signed by any Director or the secretary of the Company that any instrument or act falls within the authority hereby conferred shall be conclusive evidence that such is the case.

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### **9. NON DISCLOSURE AGREEMENTS**

Not only will an employee be bound by the non-disclosure clause in the contract of employment, but also when based at a client site, he/she will further be bound by the “Non-Disclosure Agreement” in effect between the Company and the client. Non-Disclosure Agreements are available from HR and can be reviewed on request.

### **10. RESTRAINT OF TRADE**

Identified employees will be required to sign a Restraint of Trade document, a copy of which will be provided by HR. The signed document must be read in conjunction with your employment contract.

### **11. BRIBES / FRAUD / CORRUPTION**

Fraud and corruption, or attempted fraud and corruption are breaches of acceptable standards of conduct required of employees and these offences can result in dismissal and criminal conviction. In terms of the *Corruption Act 12 of 2004*, it's a criminal offence for an employee not to report corruption, theft or fraud or suspicion thereof to management.

11.1 Fraud and corruption in these terms are defined as the acceptance of bribes, gifts, receiving money, goods or services for personal gain which are not disclosed to the Company. Equally, any company or employee of a company who gives bribes of money, gifts, goods or services to gain business advantage, is considered to have committed a criminal offence in terms of the Corruption Act.

11.2 Appropriate action will be taken against any employee who is suspected of being involved in any activities related for bribery, fraud or corruption, whether or not a loss has been suffered by the company. Where the evidence justifies such an action, the relevant authorities may be called.

11.3 All gifts received should be disclosed to the employee's line manager. Gifts which are deemed to be unsuitable will be returned to the supplier. The Company reserves the right to take disciplinary action with regard to employees receiving gifts that aren't disclosed. The giving of gifts to customers must be approved by Management.

11.4 Entertainment of a client must be pre-approved by Management and must have a clear business purpose.

***\*The Gift and Entertainment Policy is available from HR and/or SharePoint.***

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### **12. AWARDS**

The company may at its discretion award incentives to high performing individuals. Should an individual be the recipient of the Top Gun award and resign before the planned date of the trip, the employee will forfeit the award.

There is no monetary value linked to this award and if an employee, for whatever reason, cannot participate, the award will be forfeited.

### **13. MANAGEMENT PREROGATIVE**

Management reserves the right to change or amend the policies, rules and regulations of the Company from time to time to suite the changing needs of the business and legislation in South Africa. Employees shall be informed of any such changes and the onus is on the employee to remain updated at all times.

Future revisions of this document will be published on ESS and it is the responsibility of the employee to ensure that they remain updated with the content of the document.